

**IN THE MATTER OF AN INDEPENDENT REVIEW PROCESS
BEFORE THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION**

AFILIAS DOMAINS NO. 3 LIMITED,
Claimants

v.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS,
Respondent

ICDR Case No. 01-18-0004-2702

EXHIBIT LIST FOR

EXPERT REPORT BY THE HONORABLE JOHN KNEUER

ICANN INDEPENDENT REVIEW PROCESS

May 29, 2020

Exhibit No.	Description
A	Honorable John Kneuer, <i>Curriculum Vitae</i>
B	Memorandum of Understanding (“MOU”) Between DOC and ICANN (25 November 1998)
C	Letter from Lawrence Strickling to Stephen Crocker (6 January 2017)
D	Cooperative Agreement Between NSF and NSI (1 January 1993)
E	Amendments to Cooperative Agreement Between NSF and Verisign
F	Registry Agreement Between ICANN and NSI (10 November 1999)
G	MOU, DOC-ICANN, Amendment 1 (10 November 1999)
H	.com Registry Agreement (1 December 2012)
I	Cooperative Agreement, DOC-Verisign, Amendment 30 (29 November 2006)
J	.com Registry Agreement Between ICANN and Verisign (1 March 2006)
K	Cooperative Agreement, DOC-Verisign, Amendment 32 (29 November 2012)
L	Cooperative Agreement, DOC-Verisign, Amendment 35 (26 October 2018)
M	Cooperative Agreement, DOC-NSI, Amendment 4 (13 September 1995)
N	Cooperative Agreement, DOC-NSI, Amendment 13 (April 1999)
O	Cooperative Agreement, DOC-NSI, Amendment 9 (31 March 1998)
P	Memorandum on Electronic Commerce (1 July 1997)
Q	Request for Comments on the Registration and Administration of Internet Domain Names (2 July 1997)
R	Green Paper, Improvement of Technical Management of Internet Names and Addresses (20 February 1998)
S	White Paper, Statement of Policy on the Management of Internet Names and Addresses (5 June 1998)
T	Joint Project Agreement Between DOC and ICANN (29 September 2006)
U	Affirmation of Commitments Between DOC and ICANN (30 September 2009)
V	Cooperative Agreement, DOC-NSI, Amendment 19 (10 November 1999)
W	ICANN- Advisory Concerning .org Transition (7 January 2003)

Exhibit No.	Description
X	InterNIC- FAQs on the .org Transition
Y	Proposed Settlement Agreement Between ICANN and Verisign (17 February 2005)
Z	Proposed .com Registry Agreement (2 February 2005)
AA	ICANN- Registry Services Evaluation Policy (25 July 2006)
AB	Cooperative Agreement, DOC-Verisign, Amendment 34 (20 October 2016)

EXHIBIT A

John M. R. Kneuer

Contact Information Redacted

PROFESSIONAL EXPERIENCE

Sonim Technologies, Inc. (www.sonimtech.com) SONM, NASDQ) **03/2019-present**
Chairman, Board of Directors

Globalstar Communications, Inc. (www.globalstar.com) GSAT, NYSE-MKT) **02/2011-12/2018**
Member, Board of Directors, and Audit and Compensation Committees

Terrestar Corporation **06/2017-present**
Member, Board of Directors

The John Kneuer Company, LLC (www.kneuerllc.com) **12/2007-present**
President

- ◆ Work with clients – from start-ups to multinational Fortune 100s – providing comprehensive public policy analysis, regulatory representation and consulting services. Represent companies with interests before the U.S. Congress and Executive Branch Agencies, the Federal Communications Commission and other regulatory agencies, as well as intergovernmental and international institutions.
- ◆ Work with early stage communications and technology companies to define and execute successful business plans and market strategies. Focusing on companies in the wireless and network security space, help identify target markets, including government and non-government customers, and facilitate access to purchasing decision-makers. Help clients navigate the regulatory environment to avoid obstacles and identify strategic regulatory opportunities.
- ◆ Work with financial institutions and larger companies to identify strategic acquisition opportunities and perform due diligence prior to investment. Work with clients to evaluate the business plans and mid term prospects of potential investments.

American Continental Group (www.acg-consultants.com) **03/2017-present**
Senior Advisor

- ◆ Collaborate with a diversified government affairs practice on matters of mutual interest.

Fairfax Partners (www.fairfaxpartners.com) **08/2009-2014**
Senior Partner

- ◆ Senior Partner in an investment firm organized to source, acquire, and manage transformative businesses in the telecommunications and media industries.
- ◆ Served as the co-lead partner in developing all investment strategies and business plans.
- ◆ With other senior partners, responsible for securing a \$200 million debt commitment to finance the acquisition of certain media and communications businesses.

Rivada Networks **12/2007-4/2009**
Senior Vice President, Strategic and External Affairs

- ◆ Worked to reposition this early stage public safety communications service provider to participate in the FCC's 700MHz "D-Block" Auction.
- ◆ Drafted strategic plans for new business opportunities, strategic partnerships, and new customer relationships.
- ◆ Worked to identify and negotiate strategic partnerships to create an entity to bid in the "D-Block" pursuant to the FCC's small business rules.
- ◆ Represented the company in all state, local and federal regulatory matters.
- ◆ Presented plans and new service offerings to state, local and federal customers.

United States Department of Commerce, Washington D.C.

Assistant Secretary of Commerce for Communications and Information/ 02/2006-11/2007
 Administrator, National Telecommunications and Information Administration

Deputy Assistant Secretary of Commerce for Communications and Information/ 10/2003-1/2006
 Deputy Administrator, National Telecommunications and Information Administration

- ◆ Served as the principal adviser to the President of the United States on telecommunications policies pertaining to the Nation's economic and technological advancement and to the regulation of the telecommunications industry.
- ◆ Provided comprehensive legal, policy, and political advice to the Secretary of Commerce and the Executive Office of the President on all matters of telecommunications policy. Worked in direct collaboration with the Executive Office of the President including the Office of the Vice President, Office of Management and Budget, Office of Science and Technology Policy, the National Security Council, Homeland Security Council, and the National Economic Council to develop Administration positions on complex telecommunications policies.
- ◆ Coordinated and communicated Administration positions to the leadership of the Federal Communications Commission (FCC). Met regularly with the Chairman of the FCC, Commissioners, and senior staff to coordinate policies in areas of mutual responsibility and interest. Submitted letters and formal pleadings in FCC rulemakings in support of Administration positions.
- ◆ Presented Administration positions on legislative priorities to Members of Congress and their staff. Testified regularly before House and Senate Committees on issues related to telecommunications policy, homeland security, and privacy.
- ◆ Generated support for Administration positions and policies through speeches and other engagements at industry events and other public forums.
- ◆ Regularly represented the United States in bilateral and multilateral negotiations regarding international telecommunications policies, including: the European Union, United Kingdom, China, Japan, France, Germany, Canada, and Mexico.
- ◆ Managed and coordinated U.S. oversight of the Internet Corporation for Assigned Names and Numbers (ICANN) – the private-sector entity contracted to perform the technical services in support of the Internet domain name system (DNS). Communicated all U.S. positions to ICANN on Internet governance including top-level domain policies, privacy and security issues.
- ◆ Served on the Committee of Principals (COP) and as a member of the Joint Telecommunications Resource Board (JTRB), to the National Communications System – a Presidentially designated

interagency group that provides advice and recommendations on national security and emergency preparedness telecommunications to the Executive Office of the President.

- ◆ Managed an organization with approximately 175 employees and an annual budget of \$63 million. Managed capital and personnel resources responsible for spectrum management for all federal agencies.
- ◆ Top Secret/SCI security clearances

DLA Piper LLP (f.k.a. Verner, Liipfert, Bernhard, McPherson, and Hand) Washington, D.C.

Senior Associate

1998 -2003

- ◆ Provided comprehensive regulatory and legislative representation to corporate clients in the telecommunications, financial services, defense, and transportation industries.
- ◆ Filed legal and policy briefs in FCC rulemaking proceedings related to cable and broadcast services, spectrum allocations, satellite and terrestrial telecommunications service rules, equipment standards, and market access. Conducted briefings and oral ex parte presentations to individual Commissioners and their legal staff.
- ◆ Advocated client positions in complex legislative and policy matters before members of Congress and their staff. Prepared witnesses for testimony before Congress. Drafted testimony.
- ◆ Responded to document requests and managed document production in response to multi-venue investigations.
- ◆ Developed and executed grassroots strategies to build coalitions in support of broad public policies.

Industrial Telecommunications Association, Inc., Arlington, Virginia

Executive Director, Government Relations

1997-1998

- ◆ Planned and executed regulatory and legislative policy for 6,000 member trade association representing licensees of industrial and business wireless telecommunications systems and manufacturers of wireless telecommunications equipment.
- ◆ Prepared all regulatory filings made by the association and its market councils before the FCC. Conducted briefings and oral ex parte presentations to individual Commissioners and their legal staff.
- ◆ Provided briefing materials for members of Congress and their staff in preparation for Committee hearings. Developed industry coalitions and grassroots campaigns in support of specific legislation. Promoted Congressional oversight of specific FCC actions. Periodically conducted "state of the regulations" presentations at meetings of outside associations and corporations.

Federal Communications Commission, Washington, D.C.

Attorney-Advisor, Commercial Wireless Division, Wireless Telecommunications Bureau

1996-1997

- ◆ Advised the Division and Bureau on complex legal and policy issues relating to the licensing and regulation of commercial wireless communications services. Drafted Orders, and Rulemakings. Responded to challenges of licenses granted through the Commission's competitive bidding processes.

**Supreme Court of the State of New Jersey, Chamber of Justice Daniel J. O'Hern, Red Bank, New Jersey
Fall 1995**

- ◆ Researched state and federal case law for an opinion of the Court. Worked directly with Justice O’Hern drafting and organizing an opinion of the court.

EDUCATION AND PROFESSIONAL AFFILIATIONS

The Catholic University of America, Washington, D.C.

J.D., International and Comparative Trade Law Certificate, 1994; B.A., Politics, 1990

Jagiellonian University, Cracow, Poland

International and Comparative Trade Law Program, Summer 1992

National Defense University, The Dwight D. Eisenhower School for National Security and Resource Strategy

Fort Leslie McNair, Washington, DC

Adjunct Professor and Lecturer

State of New Jersey Bar

Admitted 1994 (inactive)

District of Columbia Bar

Admitted 1996

EXHIBIT B



Published on *National Telecommunications and Information Administration* (<https://www.ntia.doc.gov>)

[Home](#) > MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF COMMERCE AND INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF COMMERCE AND INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

Topics:

- [ICANN](#) [1]
- [Domain Name System](#) [2]

Date:

November 25, 1998

I. PARTIES

This document constitutes an agreement between the U.S. Department of Commerce (DOC or USG) and the Internet Corporation for Assigned Names and Numbers (ICANN), a not-for-profit corporation.

II. PURPOSE

A. Background

On July 1, 1997, as part of the Administration's Framework for Global Electronic Commerce, the President directed the Secretary of Commerce to privatize the management of the domain name system (DNS) in a manner that increases competition and facilitates international participation in its management.

On June 5, 1998, the DOC published its Statement of Policy, *Management of Internet Names and Addresses*, 63 *Fed. Reg.* 31741(1998) (Statement of Policy). The Statement of Policy addressed the privatization of the technical management of the DNS in a manner that allows for the development of robust competition in the management of Internet names and addresses. In the Statement of Policy, the DOC stated its intent to enter an agreement with a not-for-profit entity to establish a process to transition current U.S. Government management of the DNS to such an entity based on the principles of stability, competition, bottom-up coordination, and representation.

B. Purpose

Before making a transition to private sector DNS management, the DOC requires assurances that the private sector has the capability and resources to assume the important responsibilities related to the technical management of the DNS. To secure these assurances, the Parties will collaborate on this DNS Project (DNS Project). In the DNS Project, the Parties will jointly design, develop, and test the mechanisms, methods, and procedures that should be in place and the steps necessary to transition management responsibility for DNS

functions now performed by, or on behalf of, the U S Government to a private sector not for profit entity Once testing is successfully completed, it is contemplated that management of the DNS will be transitioned to the mechanisms, methods, and procedures designed and developed in the DNS Project

In the DNS Project, the parties will jointly design, develop, and test the mechanisms, methods, and procedures to carry out the following DNS management functions

- a. Establishment of policy for and direction of the allocation of IP number blocks;
- b. Oversight of the operation of the authoritative root server system;
- c. Oversight of the policy for determining the circumstances under which new top level domains would be added to the root system;
- d. Coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet; and
- e. Other activities necessary to coordinate the specified DNS management functions, as agreed by the Parties

The Parties will jointly design, develop, and test the mechanisms, methods, and procedures that will achieve the transition without disrupting the functional operation of the Internet The Parties will also prepare a joint DNS Project Report that documents the conclusions of the design, development, and testing.

DOC has determined that this project can be done most effectively with the participation of ICANN ICANN has a stated purpose to perform the described coordinating functions for Internet names and addresses and is the organization that best demonstrated that it can accommodate the broad and diverse interest groups that make up the Internet community.

C The Principles

The Parties will abide by the following principles:

1 Stability

This Agreement promotes the stability of the Internet and allows the Parties to plan for a deliberate move from the existing structure to a private sector structure without disruption to the functioning of the DNS The Agreement calls for the design, development, and testing of a new management system that will not harm current functional operations

2. Competition

This Agreement promotes the management of the DNS in a manner that will permit market mechanisms to support competition and consumer choice in the technical management of the DNS. This competition will lower costs, promote innovation, and enhance user choice and satisfaction

3 Private, Bottom Up Coordination

This Agreement is intended to result in the design, development, and testing of a private coordinating process that is flexible and able to move rapidly enough to meet the changing needs of the Internet and of Internet users This Agreement is intended to foster the development of a private sector management system that, as far as possible, reflects a system of bottom up management

4. Representation.

This Agreement promotes the technical management of the DNS in a manner that reflects the global and functional diversity of Internet users and their needs. This Agreement is intended to promote the design, development, and testing of mechanisms to solicit public input, both domestic and international, into a private sector decision making process. These mechanisms will promote the flexibility needed to adapt to changes in the composition of the Internet user community and their needs

III. AUTHORITIES

A DOC has authority to participate in the DNS Project with ICANN under the following authorities

- (1) 15 U.S.C. § 1525, the DOC's Joint Project Authority, which provides that the DOC may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;
- (2) 15 U S C § 1512, the DOC's authority to foster, promote, and develop foreign and domestic commerce;
- (3) 47 U.S.C. § 902, which specifically authorizes the National Telecommunications and Information Administration (NTIA) to coordinate the telecommunications activities of the Executive Branch and assist in the formulation of policies and standards for those activities including, but not limited to, considerations of interoperability, privacy, security, spectrum use, and emergency readiness;
- (4) Presidential Memorandum on Electronic Commerce, 33 Weekly Comp. Presidential Documents 1006 (July 1, 1997), which directs the Secretary of Commerce to transition DNS management to the private sector; and
- (5) Statement of Policy, *Management of Internet Names and Addresses*, (63 Fed. Reg. 31741(1998) (Attachment A), which describes the manner in which the Department of Commerce will transition DNS management to the private sector.

B ICANN has the authority to participate in the DNS Project, as evidenced in its Articles of Incorporation (Attachment B) and Bylaws (Attachment C). Specifically, ICANN has stated that its business purpose is to:

- (i) coordinate the assignment of Internet technical parameters as needed to maintain universal connectivity on the Internet;
- (ii) perform and oversee functions related to the coordination of the Internet Protocol (IP) address space;
- (iii) perform and oversee functions related to the coordination of the Internet domain name system, including the development of policies for determining the circumstances under which new top level domains are added to the DNS root system;
- (iv) oversee operation of the authoritative Internet DNS root server system; and
- (v) engage in any other related lawful activity in furtherance of Items (i) through (iv).

IV MUTUAL INTEREST OF THE PARTIES

Both DOC and ICANN have a mutual interest in a transition that ensures that future technical management of the DNS adheres to the principles of stability, competition, coordination, and representation as published in the Statement of Policy. ICANN has declared its commitment to these principles in its Bylaws. This Agreement is essential for the DOC to ensure continuity and stability in the performance of technical management of the DNS now performed by, or on behalf of, the U.S. Government. Together, the Parties will collaborate on the DNS Project to achieve the transition without disruption

V. RESPONSIBILITIES OF THE PARTIES

A General

- 1 The Parties agree to jointly participate in the DNS Project for the design, development, and testing of the mechanisms, methods and procedures that should be in place for the private sector to manage the functions delineated in the Statement of Policy in a transparent, non arbitrary, and reasonable manner
2. The Parties agree that the mechanisms, methods, and procedures developed under the DNS Project will ensure that private sector technical management of the DNS shall not apply standards, policies, procedures or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause and will ensure sufficient appeal procedures for adversely affected members of the Internet community.
- 3 Before the termination of this Agreement, the Parties will collaborate on a DNS Project Report that will document ICANN's test of the policies and procedures designed and developed pursuant to this Agreement.
- 4 The Parties agree to execute the following responsibilities in accordance with the Principles and Purpose of this Agreement as set forth in section II.

B DOC The DOC agrees to perform the following activities and provide the following resources in support of the DNS Project:

- 1 Provide expertise and advice on existing DNS management functions
- 2 Provide expertise and advice on methods and administrative procedures for conducting open, public proceedings concerning policies and procedures that address the technical management of the DNS.
3. Identify with ICANN the necessary software, databases, know-how, other equipment, and intellectual property necessary to design, develop, and test methods and procedures of the DNS Project
- 4 Participate, as necessary, in the design, development, and testing of the methods and procedures of the DNS Project to ensure continuity including coordination between ICANN and Network Solutions, Inc.
5. Collaborate on a study on the design, development, and testing of a process for making the management of the root server system more robust and secure This aspect of the DNS Project will address
 - - a Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.
 - b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance, robustness, and reliability.
 - c. Development of operational procedures for the root server system, including formalization of contractual relationships under which root servers throughout the world are operated
- 6 Consult with the international community on aspects of the DNS Project
- 7 Provide general oversight of activities conducted pursuant to this Agreement
- 8 Maintain oversight of the technical management of DNS functions currently performed either directly, or subject to agreements with the U.S. Government, until such time as further agreement(s) are arranged as necessary, for the private sector to undertake management of specific DNS technical management functions.

C ICANN ICANN agrees to perform the following activities and provide the following resources in support of the DNS Project and further agrees to undertake the following activities pursuant to its procedures as set forth in

Attachment B (Articles of Incorporation) and Attachment C (By Laws), as they may be revised from time to time in conformity with the DNS Project:

- 1 Provide expertise and advice on private sector functions related to technical management of the DNS such as the policy and direction of the allocation of IP number blocks and coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet
- 2 Collaborate on the design, development and testing of procedures by which members of the Internet community adversely affected by decisions that are in conflict with the bylaws of the organization can seek external review of such decisions by a neutral third party
- 3 Collaborate on the design, development, and testing of a plan for introduction of competition in domain name registration services, including:
 - a. Development of procedures to designate third parties to participate in tests conducted pursuant to this Agreement
 - b Development of an accreditation procedure for registrars and procedures that subject registrars to consistent requirements designed to promote a stable and robustly competitive DNS, as set forth in the Statement of Policy
 - c Identification of the software, databases, know how, intellectual property, and other equipment necessary to implement the plan for competition;
4. Collaborate on written technical procedures for operation of the primary root server including procedures that permit modifications, additions or deletions to the root zone file
- 5 Collaborate on a study and process for making the management of the root server system more robust and secure. This aspect of the Project will address:
 - a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment
 - b Examination of the security aspects of the root name server system and review of the number, location , and distribution of root name servers considering the total system performance; robustness, and reliability
 - c Development of operational procedures for the root system, including formalization of contractual relationships under which root servers throughout the world are operated.
6. Collaborate on the design, development and testing of a process for affected parties to participate in the formulation of policies and procedures that address the technical management of the Internet This process will include methods for soliciting, evaluating and responding to comments in the adoption of policies and procedures
- 7 Collaborate on the development of additional policies and procedures designed to provide information to the public.
8. Collaborate on the design, development, and testing of appropriate membership mechanisms that foster accountability to and representation of the global and functional diversity of the Internet and its users, within the structure of private- sector DNS management organization.
9. Collaborate on the design, development and testing of a plan for creating a process that will consider

the possible expansion of the number of gTLDs. The designed process should consider and take into account the following:

- - a. The potential impact of new gTLDs on the Internet root server system and Internet stability.
 - b. The creation and implementation of minimum criteria for new and existing gTLD registries.
 - c. Potential consumer benefits/costs associated with establishing a competitive environment for gTLD registries
 - d. Recommendations regarding trademark/domain name policies set forth in the Statement of Policy; recommendations made by the World Intellectual Property Organization (WIPO) concerning (i) the development of a uniform approach to resolving trademark/domain name disputes involving cyberspiracy; (ii) a process for protecting famous trademarks in the generic top level domains; (iii) the effects of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property holders; and recommendations made by other independent organizations concerning trademark/domain name issues

10 Collaborate on other activities as appropriate to fulfill the purpose of this Agreement, as agreed by the Parties.

D Prohibitions

1. ICANN shall not act as a domain name Registry or Registrar or IP Address Registry in competition with entities affected by the plan developed under this Agreement. Nothing, however, in this Agreement is intended to prevent ICANN or the USG from taking reasonable steps that are necessary to protect the operational stability of the Internet in the event of the financial failure of a Registry or Registrar or other emergency.
2. Neither Party, either in the DNS Project or in any act related to the DNS Project, shall act unjustifiably or arbitrarily to injure particular persons or entities or particular categories of persons or entities.
3. Both Parties shall act in a non-arbitrary and reasonable manner with respect to design, development, and testing of the DNS Project and any other activity related to the DNS Project.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned, and each party shall bear the costs of its own activities under this Agreement. This Agreement contemplates no transfer of funds between the Parties. Each Party's estimated costs for the first six months of this Agreement are attached hereto. The Parties shall review these estimated costs in light of actual expenditures at the completion of the first six month period and will ensure costs will be equitably apportioned.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate on September 30, 2000, but may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

Joe Sims
Counsel to ICANN
Jones, Day, Reavis & Pogue
1450 G Street N.W.
Washington, D.C. 20005-2088

J. Beckwith Burr
Associate Administrator, NTIA
U.S. Department of Commerce
Washington, D.C. 20230

PARTIES ESTIMATED SIX MONTH COSTS

A. ICANN

Costs to be borne by ICANN over the first six months of this Agreement include development of Accreditation Guidelines for Registries; review of Technical Specifications for Shared Registries; formation and operation of Government, Root Server, Membership and Independent Review Advisor Committees; advice on formation of and review of applications for recognition by Supporting Organizations; promulgation of conflicts of interest policies; review and adoption of At Large membership and elections processes and independent review procedures, etc; quarterly regular Board meetings and associated costs (including open forums, travel, staff support and communications infrastructure); travel, administrative support and infrastructure for additional open forums to be determined; internal executive, technical and administrative costs; legal and other professional services; and related other costs The estimated six month budget (subject to change and refinement over time) is \$750,000 - 1 million.

B. DOC

Costs to be borne by DOC over the first six months of this Agreement include: maintenance of DNS technical management functions currently performed by, or subject to agreements with, the U S Government, expertise and advice on existing DNS management functions; expertise and advice on administrative procedures; examination and review of the security aspects of the Root Server System (including travel and technical expertise); consultations with the international community on aspects of the DNS Project (including travel and communications costs); general oversight of activities conducted pursuant to the Agreement; staff support equal to half-time dedication of 4-5 full time employees, travel, administrative support, communications and related other costs The estimate six month budget (subject to change and refinement over time) is \$250,000 \$350,000

[National Telecommunications and Information Administration](#)

1401 Constitution Ave , NW Washington, DC 20230

[commerce.gov](#) | [Privacy Policy](#) | [Web Policies](#) | [Information Quality](#) | [FOIA](#) | [Accessibility](#) | [usa.gov](#)

Source URL: <https://www.ntia.doc.gov/other-publication/1998/memorandum-understanding-between-us-department-commerce-and-internet-corporat>

Links

[1] <https://www.ntia.doc.gov/category/icann>

[2] <https://www.ntia.doc.gov/category/domain-name-system>

EXHIBIT C



UNITED STATES DEPARTMENT OF COMMERCE
The Assistant Secretary for Communications
and Information
Washington, D.C. 20230

JAN 6 2017

Dr. Stephen D. Crocker
Chairman of the Board of Directors
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536

Dear Dr. Crocker:

I am writing in response to your letter of January 3, 2017 requesting mutual agreement to terminate the Affirmation of Commitments (Affirmation) between the Internet Corporation for Assigned Names and Numbers (ICANN) and the Department of Commerce. The key commitments contained in the Affirmation, including the regular bottom-up, multistakeholder community reviews of ICANN's work, have served as an important framework for the last seven years. With the October 2016 completion of the IANA stewardship transition and the incorporation of the Affirmation framework into ICANN's Bylaws, NTIA agrees that it is now appropriate to terminate the Affirmation. As such, I have countersigned the incoming letter per your request. (See enclosed)

The successful completion of the IANA stewardship transition proves that the multistakeholder model can work. One of its strengths is that it provides opportunities for all interested parties to have a voice in decision making, not just those most directly involved or impacted by ICANN. It is critical that as the multistakeholder community moves into this next phase at ICANN, this principle remains core and that decisions on items, such as the scope of review teams, be done in a transparent manner that affords the opportunity to participate for those not directly engaged in ICANN's supporting organizations and advisory committees.

NTIA is proud to have partnered with ICANN and the multistakeholder community for the last 18 years and looks forward to continuing to play an active leadership role in advocating for a free and open Internet and for U.S. interests within ICANN as a member of the Governmental Advisory Committee.

Sincerely,


Lawrence E. Strickling

Enclosure

cc: Göran Marby, CEO and President



The Internet Corporation for Assigned Names and Numbers

ICANN

03 January 2017

The Honorable Lawrence E. Strickling
Assistant Secretary for Communication and Information and Administrator,
National Telecommunications and Information Administration
United States Department of Commerce
1401 Constitution Avenue, N.W.
Washington, DC 20230

Re: Affirmation of Commitments

Dear Assistant Secretary Strickling:

Thank you for your continued commitment in support of ICANN and the multistakeholder model. The September 2009 Affirmation of Commitments was an important indication of the U.S. Government's upholding of both the multistakeholder model and ICANN's role as a private sector-led organization. As part of the Cross-Community Working Group on Enhancing ICANN Accountability's Work Stream 1 Report, the CCWG-Accountability recommended that the key parts of the Affirmation of Commitments be brought into the ICANN Bylaws, and that the Affirmation itself be terminated.

The ICANN Bylaws that went into effect on October 1, 2016 implement the CCWG-Accountability's recommendation. Each of the Affirmation reviews, including the Accountability and Transparency Review; the Security, Stability and Resiliency Review; the Registration Directory Services Review; and the Competition, Choice and Consumer Trust Review, are now incorporated into ICANN's Bylaws at Article 4, as well as an annual reporting requirement on those reviews. ICANN's obligation to support broad, informed participation is now part of ICANN's Core Values; the obligation to produce rationales for ICANN decisions is part of ICANN's Bylaws-mandated commitment to transparency. ICANN's commitment to remain a not-for-profit corporation, headquartered in the United States of America with offices around the world is embedded into ICANN's Articles of Incorporation, which require community agreement to modify, and in the Bylaws, which specify that ICANN's California office is its principal place of business.

With ICANN's key commitments from the Affirmation document now incorporated into the Bylaws, it is appropriate to complete the implementation of the CCWG-Accountability's recommendations and formally bring the Affirmation of Commitments to a close. To that end, I write to seek NTIA's mutual agreement to formally terminate the Affirmation of



The Internet Corporation for Assigned Names and Numbers

Commitments. If you agree to this mutual termination, please indicate so by signing and returning a copy of this letter.

The 2009 signing of the Affirmation of Commitments and NTIA's vision in securing commitments on ICANN's accountable and transparent operations helped make ICANN the entity that it is today. Thank you for all the support that you and NTIA have provided to the ICANN Community and Organization.

Best regards,

Dr. Stephen D. Crocker,
Chair, ICANN Board of Directors

Agreed on January 6, 2017:

by The Honorable Lawrence E. Strickling
Assistant Secretary for Communication and Information and Administrator,
National Telecommunications and Information Administration
United States Department of Commerce

EXHIBIT D



Cooperative Agreement Between NSI and U.S. Government

Effective: 1 January 1993

Network Information Services Manager(s) for NSFNET and the NREN: INTERNIC Registration Services COOPERATIVE AGREEMENT NO. NCR-9218742

Parties:

National Science Foundation
1800 G Street, N.W.
Washington, D.C. 20550

and

Network Solutions, Incorporated
505 Huntmar Park Drive
Herndon, VA 20170

COOPERATIVE AGREEMENT NO. NCR-9218742

Parties:

National Science Foundation

and

Network Solutions, Incorporated

Title:

Network Information Services Manager(s) for NSFNET and the NREN: INTERNIC Registration Services

Type of Award:

Cost-Plus-Fixed-Fee Cooperative Agreement

Estimated Total Amount:

\$4,219,339

Effective Date:

January 1, 1993

Expiration Date:

September 30, 1998

Authority:

This agreement is awarded under the authority of the National Science Foundation Act (R@ U.S.C. 186 et seq.) and the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301 et seq.)

This agreement is entered into between the United States of America, Hereinafter called the Government, represented by the National Science Foundation, hereinafter called the Foundation or NSF, and Network Solutions, Incorporated, hereinafter called the Awardee.

NSF Program Official:

Donald R. Mitchell
Telephone : 202-357-9717
e-mail: dmitchelf@nsf.gov

NSF Administrative Official:

Altie H. Metcalf
Telephone: 202-357-9843
e-mail: ametcalf@nsf.gov

IN WITNESS WHEREOF, the parties have executed Cooperative Agreement No. NCR-9218742, Network Information Services Manager(s) for NSFNET and the NREN: INTERNIC Registration Services.

UNITED STATES OF AMERICA

Aaron R. Asrael
Grants and Contracts
(Date)

NATIONAL SCIENCE FOUNDATION
Washington, D.C. 20550

ACCEPTANCE

Roger L. Evans
Chief Financial Officer
(Date)

Network Solutions, Incorporated
Herndon, VA 22070

INDEX TO COOPERATIVE AGREEMENT NCR-9218742

I. SPECIAL CONDITIONS

ARTICLE

- [1. Background and Purpose of Agreement](#)
- [2. Special Requirements](#)
- [3. Statement of Work](#)
- [4. Turnaround and Performance Measures](#)
- [5. Estimated Requirements and Review](#)
- [6. Responsibilities](#)
- [7. Period of Performance](#)
- [8. Funding](#)
- [9. Annual Report, Program Plan, and Budget](#)
- [10. Other Reporting Requirements](#)
- [11. Directed Activities](#)
- [12. Key Personnel](#)
- [13. Order of Precedence](#)
- [14. Publicity, Public Information and Publications](#)
- [15. Project Income from Registration Fees](#)

II. GENERAL CONDITIONS

Grant General Conditions - GC-1 (10/91)
Cooperative Agreement General Conditions - CA-1 (12/91)

ARTICLE 1. BACKGROUND AND PURPOSE OF AGREEMENT

During the past two decades computer networks have facilitated collaboration among members of many research and education communities and provided them with remote access to information and computing resources. These networks have continued to grow both in the number of users connected and in the capabilities provided to the individual users. It is anticipated that such networks will become essential to research and education during this decade. In particular, the collection of interconnected networks known as the Internet has become important for many research communities. It is also of increasing importance for education.

Today more than 5,000 networks comprise the Internet. These networks link together hundreds of thousands of computers and millions of users throughout the world. The domestic, non-military portion of the Internet includes NSFNET. It also includes other federally sponsored networks such as NASA Science Internet (NSI) and Energy Sciences Network (Esnet). NSFNET, NSI, and Esnet, as well as some other networks of the Internet, are related to the National Research and Education Network (NREN) which was defined in the President's Fiscal 1992 budget and which has been authorized by the passage in December, 1991, of the High Performance Computing and Communications Act, Public Law 102-194.

The NREN is projected to evolve from a part of the Internet containing portions of NSFNET, NSI, and Esnet. This evolution will reflect the legal and technical requirements of the various sponsoring agencies. For example, NASA and DOE are mission agencies whose networks' traffic must relate to the agencies' missions. NSF, on the other hand, is chartered to support science and engineering research and education; hence NSFNET can carry all traffic contemplated for the NREN and may in fact support additional traffic as well.

Because of the breadth of the charter of the NSFNET, it is projected that it will continue to serve an expanding base of research and education users. The provision of enhanced network information services for NSFNET will be an important part of the expansion in user base.

In cooperation with the Internet community, the National Science Foundation developed and released, in the spring of 1992, Project Solicitation NSF92-24 for one or more Network Information Services Managers (NIS Manager(s)) to provide and/or coordinate (i) Registration Services, (ii) Directory and Database Services, and (iii) Information Services for the NSFNET. As a result of this solicitation, three separate organizations were selected to receive cooperative agreements in the areas of (i) Registration Services, (ii) Directory and Database Services, and (iii) Information Services. Together, these three awards constitute the NIS Manager(s) Project.

It is essential that the three project participants selected work closely together to provide a seamless interface for users in need of services. For this reason, the three awardees, at the request of the Foundation, have developed a detailed concept and plan to provide this seamless interface called the "INTERNIC," have revised their proposals to reflect the implementation of the "INTERNIC" concept, and have agreed to the structuring of their three (separate) awards as one collaborative project. This Cooperative Agreement for Registration Services is one of the three (3) collaborative awards resulting from the NIS Manager(s) Project solicitation.

It is anticipated that all registration services required during the period of this Agreement will be obtained and furnished under the terms of this Agreement and that the definition and providing of these services will help facilitate the evolution of the NSFNET and the development of the NREN. References to NSFNET in this Agreement should in general be understood to include the NREN as well.

ARTICLE 2. SPECIAL REQUIREMENTS

A. Collaborative Proposals and Effort(s)

1. An important aspect of the Awardee's work is coordination with the Network Information Services Managers for (i) Database and Directory Services (AT&T under Cooperative Agreement NCR-9218179) and (ii) Information Services (General Atomics under Cooperative Agreement NCR-9218749) to provide a "seamless interface" for internet users in accordance with the "INTERNIC" concept explicated in the Awardee's revised proposal dated October 19, 1992. Hereafter in this agreement, Awardee's two collaborating partners, General Atomics and AT&T, shall be referred to as Collaborators and Awardee shall coordinate its performance hereunder with the efforts of its Collaborators in accordance with the "INTERNIC" concept explicated in the Awardee's revised proposal dated October 19, 1992. The NSF Program Official reserves the authority to resolve technical, managerial, or scheduling disputes.

2. This requirement for close collaboration and coordination among the three aspects of the Network Information Services Management Project shall be stated in each of the three awards. Such collateral agreements and fund transfers consistent with the currently approved Program Plan (see Article 9) as may be necessary to effect the coordination, collaboration and seamless interface to users called for by the "INTERNIC" concept or improve the overall integration of the NIS Manager(s) Project may be entered into by, between and among the Awardee and its Collaborators without further Foundation approvals. Absent a specific inclusion in the approved Program Plan, Awardee fund transfers made pursuant to this Article may not exceed \$50,000 in any Program Year.

B. Directed Activities

At the request of the NSF Program Director, as set forth in article 13 (below), the Awardee shall attend such meetings, seminars, conference and planning and other events and shall provide such related supplies and services as necessary to promulgate information regarding registration activity to the worldwide internet community and to facilitate the most effective, efficient and ubiquitous registration services possible.

ARTICLE 3. STATEMENT OF WORK

A. The Awardee shall provide to non-military internet users and networks all necessary registration services (which were) previously provided by the Defense Information Systems Agency Network Information Center (the DISA NIC).

B. The work will be performed in general accordance with NSF Project Solicitation NSF 92-24 for Network Information Services Manager(s) for the NSFNET and the NREN, the Awardee's proposal No. NCR-9218742, dated September 23, 1992, amended by Awardee's supplemental proposal addressing collaborative INTERNIC activity, dated October 19, 1992, hereinafter referred to cumulatively as Awardee's Proposal, and in conformance with the technical and/or performance requirements contained therein and set forth below.

C. The Awardee shall provide registration services in accordance with the provisions of RFC 1174. As stated in RFC 1174:

[T]he Internet system has employed a central Internet Assigned Numbers Authority (IANA) for the allocation and assignment of various numeric identifiers needed for the operation of the Internet. The IANA function is currently performed by the University of Southern California's Information Sciences Institute. The IANA has the discretionary authority to delegate portions of this responsibility and, with respect to numeric network and autonomous system identifiers, has lodged this responsibility with an Internet Registry (IR).

D. Moreover, in cooperation with the IANA, the IR may create delegate registries to carry out registration services for specified domains.

E. The Awardee shall work with the DISA NIC to design and implement a transition plan, as outlined in Awardee's Proposal, that will minimize inconvenience to the networking community during and after the transition.

F. The Non-military internet registration services to be provided under this agreement will initially include, but not be limited to, the following:

1. Domain name registration
2. Domain name server registration
3. Network number assignment
4. Autonomous system number assignment

G. Possible future changes in the registration services provided under this Agreement may include, but shall not be limited to, the use of alternate registration/numbering systems or schemes and the imposition of a user based fee structure. However, in no case shall any user based fee structure be imposed or changed without the express direction/approval of the NSF Program Official.

ARTICLE 4. TURNAROUND AND PERFORMANCE MEASURES

A. The following describes the required turnaround and availability of Registration data:

1. 3 working days/Class C
2. 5 working days/Class B
3. 22 working days/Class A

B. Turnaround is the time from receipt of a completed template, and any information pertaining to network topology and usage of previously assigned address space as may be specifically requested in individual cases, to the assignment of a number. Availability is the provision of the registration data to the INTERNIC Database and Directory Services Awardee.

C. The quality of Awardee's registration services will be measured in accordance with the formulae contained in Section J of Awardee's revised proposal of September 23, 1992 and in light of the turnaround times specified above.

ARTICLE 5. ESTIMATED REQUIREMENTS AND REVIEW

A. Estimated Requirements

The registration services currently required for the performance of this Cooperative Agreement are described above. The registration services described above are only an estimate of the immediate and long-term requirements of the scientific research and education community and are furnished for planning purposes only. Since the future needs of the scientific research and education community are unknown at this time, the Foundation reserves the right to increase, decrease or modify the quantity, quality, content or nature of the registration services to be provided hereunder. Should the Foundation exercise the right to increase, decrease or modify the quantity, quality, content or nature of the registration services provided hereunder, appropriate change to estimated costs, fees, and funding schedules for shall be negotiated and incorporated into the Agreement.

B. Performance Review

By December 31, 1994, the Foundation will review the project to determine whether to continue funding and to provide general direction as to the continuation and contemplated level of future support to be provided for the remainder of the agreement.

ARTICLE 6. RESPONSIBILITIES

A. Awardee

The Awardee has primary responsibility for ensuring the quality, timeliness and effective management of the registration services provided under this agreement. To the extent that NSF does not reserve specific responsibility for accomplishing the purposes of this Agreement, by either special condition or general condition of the Agreement, all such responsibilities remain with the Awardee.

B. National Science Foundation

1. General

NSF has responsibility for registration services support, support planning, oversight, monitoring, and evaluation. NSF will make approvals required under the General Conditions and, where necessary and appropriate, NSF will contact and negotiate with Federal agencies and other national and International members of the Internet community to further the efforts of this project.

2. Technical

a. Program Officer Authority

Performance of work under this Cooperative Agreement shall be subject to the general oversight and monitoring of the NSF Program Officer. This involvement may include, but is not limited to:

- (1) Review of the Quarterly and Annual Reports, Program Plans and Budget.
- (2) Participation in resolution of technical, managerial and scheduling concerns; review and, where required by the Agreement, approval of technical reports and information to be delivered by Awardee.

b. Limitations

NSF technical involvement will be consistent with the general statement of work as stated in this Agreement. The Program Officer does not have the authority to and may not:

- (1) request additional work outside the Statement of Work;
- (2) issue instructions which constitute a change as defined in Article 8 of GC-1(10/91);
- (3) require an increase in the Agreement's estimated cost or extension to the Agreement's period of performance, or;
- (4) change any of the expressed terms, conditions or specifications of the Agreement.

c. Awardee Notifications

If, in the opinion of the Awardee, any instructions or requests issued by the Program Officer are within one of the categories as defined in (1) through (4) in the above paragraph, the Awardee shall not proceed but shall notify the NSF Grants and Contracts Officer and shall request, if appropriate, amendment of the Agreement in accordance with Article 37, "Changes -- Limitations of Funds," of the Attached Cooperative Agreement General Conditions.

3. Approvals

Unless stated otherwise, all NSF approvals, authorizations, notifications and instructions required pursuant to the terms of this agreement must be set forth in

writing by the NSF Grants and Contracts Officer.

ARTICLE 7. PERIOD OF PERFORMANCE

This Agreement, effective January 1, 1993, shall include a three month phase-in period, a five (5) year period of operational support (commencing April 1, 1993), and a six month (no additional cost) flexibility period and shall continue through September 30, 1998.

ARTICLE 8. FUNDING

A. Agreement Amount

The current total estimated amount of this Cooperative Agreement, exclusive of such amounts as may be provided in connection with Directed Activities provided pursuant to Article 11 (below) is \$5,219,339 of which [Proprietary Figures Omitted]

B. Allotted Amount(s)

1. There is currently allotted and available for expenditure for provision of registration services under this agreement, exclusive of amounts allotted for Directed Activities(as shown in paragraph 3, below), \$1,162,245, of which [Proprietary Figures Omitted]
2. Amounts anticipated to be needed for reimbursement of costs incurred in connection with Directed Activities as provided pursuant to Article 11 (below) are not included in the allotted amount(s) shown in paragraph 8.C, below. Amounts for directed activities may be allotted from time to time throughout the period of this agreement.
3. There is currently allotted and available for expenditure in connection with reimbursement for directed activities under this agreement \$0.

C. Obligation

For purposes of payment of the Foundation's portion of all allowable costs (including those incurred in connection with the performance of Directed Activities in accordance with Article 11 below) pursuant to the terms outlined in this Agreement, the total amount currently allotted by the Government to this Cooperative Agreement is \$1,162,245. This allotment covers performance through March 31, 1994.

D. Limitation of Funds

1. The parties estimate that performance of this Cooperative Agreement will not cost the Government more than the estimated amount specified in Article 8.A, Agreement Amount, above. The Awardee shall use its best efforts to perform the work specified in Article 3 and all obligations under this award within the allotted funds.
2. Paragraph C of this Article specifies the cumulative amount presently available for payment by the Government and allotted to this award. The parties contemplate that the Government will allot additional funds incrementally to the award up to the full estimate specified in Article 8.A, Agreement Amount, above.
3. The Awardee shall notify the NSF Grants and Contracts Officer in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 85% of the total amount so far allotted to the Agreement by the Government.
4. When and to the extent that the amount allotted by the Government is increased, any costs the Awardee incurs before the increase that are in excess of the amount

previously allotted by the Government, shall be allowable to the same extent as if incurred afterward.

E. Compensation and Expenditures

1. As compensation for its performance under this agreement, Awardee shall be compensated for its direct and indirect costs (see Article 8.E.3) and shall be paid a fixed fee as provided in this agreement.
2. The Awardee shall also be reimbursed for such travel and related costs as may be specifically required and approved by the NSF Program Director pursuant to Article 11 (below). Expenditures under this agreement must be in accordance with a current Budget or Program Plan which has been approved by the NSF Grants Officer and no reallocation of funds in excess of \$10,000 between budget line items is permitted without prior written (or e-mail) approval of the NSF Program Official.
3. The amount currently allotted includes an indirect cost allowance at the following maximum provisional rates, subject to downward adjustment only:

Internet Services [Proprietary Figure Omitted]
Material Burden [Proprietary Figure Omitted]
G&A [Proprietary Figure Omitted]

F. Future Allotments

The actual level of continued NSF support for future years will be negotiated annually with the Awardee and will depend upon annual review of progress, the proposed Program Plan and the availability of funds. The actual funding of such allotments may be provided unilaterally by NSF on an incremental basis.

ARTICLE 9. ANNUAL REPORT, PROGRAM PLAN AND BUDGET

By December 31 each year, the Awardee shall submit both electronically and in 10 hard copies an Annual Report, Program Plan and Budget to the Foundation for approval. These Program Plans and Budgets shall be submitted in a format and level of detail approved by the Foundation but shall, as a minimum, contain project goals and objectives specified with sufficient technical criteria, milestones, and timetables to measure the progress of the effort toward the attainment of objectives during the time period for which it is being submitted. This Program Plan will be the basis for the performance goals and funding for succeeding twelve month operational period beginning April 1. Each submission should contain narrative information indicating (for the past year's activities) by functional area and overall; any goals accomplished, exceeded, or missed and explaining any significant deviations from the previous year's plan; any educational achievements; patents, copyrights, or other innovations resulting from the activities; industrial and other funding, income and contributions. Each annual submission should also contain information on actual line charges and expenditures (both annual and cumulative) by functional area and overall, in the same level of detail for which it projects the succeeding year's costs, and a summary budget in accordance with NSF Form 1030. The Awardee will receive formal approval of the Program Plan from the NSF Grants Officer. The Foundation accepts (i) the Awardee's proposal as the Program Plan covering the period April 1, 1993, through May 31, 1994; and (ii) the budgets dated October 19, 1992, as the approved budgets for the period January 1, 1993, through May 31, 1994.

ARTICLE 10. OTHER REPORTING REQUIREMENTS

A. Timely Notification of Significant Problems

The Awardee shall inform the NSF Program Official (either by e-mail or in writing) in a timely manner of any significant problems or events that could affect the overall schedule or progress in

the program.

B. Verbal Reports, Collaboration Briefings and Liaison

1. The Awardee shall meet on an informal basis, as necessary or requested, with the NSF Program Director to review progress to date and to exchange views, ideas, and information concerning the program. During the initial three (3) month phase in period, and thereafter until notified by the NSF Program Director, a weekly status review meeting shall be held to discuss the progress of the transition/phase in, including any problems or delays encountered and changes occasioned by same. (Such weekly status review meetings may be held by telephone and the substance thereof confirmed via e-mail when agreed.

2. The Awardee and Collaborators shall jointly meet, as requested, with the NSF Program Director to detail the progress and discuss the status of the collaboration effort and any difficulties being encountered in providing to the Internet community the seamless interface service envisioned by their collaborative proposal and called for in Article 2 in (above). It is currently contemplated that, at least during the first twelve (12) months of the award, such meetings shall be held quarterly at either NSF, the Awardee's or Collaborator's facilities.

3. When requested by the NSF Program Director, Awardee shall arrange to have its subawardees in attendance at meetings which deal with their areas of activity. In addition, at the request of the NSF Program Director, the Awardee shall arrange on-site meetings for the Program Officer, other Federal staff and/or representatives of the world-wide Internet community and the Awardee's professional personnel, and/or those of its subawardees.

C. Monthly Letter Progress Reports

Monthly letter progress reports may be submitted electronically to the NSF Program Official and NSF Administrative Official at the address shown on the cover page. These (monthly letter progress) reports shall be submitted in such detail and format as required by the Foundation's Program Director and shall contain statistical and narrative information on the performance of the Awardee during the preceding month.

D. Quarterly Status Report

1. Awardee shall prepare and furnish electronically and in four hard (4) copies quarterly letter status reports; the first quarterly status report will be for the period from January 1, 1993, through March 31, 1993. These reports shall show the status of all major events and summaries and major work performed during the quarter, including technical status, accomplishments, problems, collaboration activities, changes in future plans, and any pending requests for NSF approval and should be fully reconciled with the information, goals and projections contained in the Annual Report and Program Plan. The report shall also include a summary of award expenditures and line charges both cumulative and for the current quarter.

2. The report shall be prepared on a quarterly basis and shall be submitted within (30) days after the reporting period ends. No quarterly report need be submitted for the quarter in which the Annual Reports are submitted, but, Awardee must insure that any germane information for the quarter not contained in the Annual Report (i.e., list of pending requests for NSF approval) and submitted by separate letter.

E. Final Report

The Awardee shall submit electronically and in ten hard (10) copies a final report to NSF at the conclusion of the Cooperative Agreement. The final report shall contain a description of all work

performed and problems encountered (and if requested a copy and documentation of any and all software and data generated) in such form and sufficient detail as to permit replication of the work by a reasonably knowledgeable party or organization.

F. Submission of Reports

All reports and Program Plans are to be forwarded to the Foundation electronically. Hard copies of reports are indicated to be forwarded in the specified number of copies to the following destinations:

No. of Copies	Addressee
1	National Science Foundation e-mail: awilson@nsf.gov ATTN: Alfred W. Wilson Division of Grants and Agreements, Room 495 Arlington, VA 22230 [Amend 01] National Science Foundation
Remainder	e-mail: dmitchel@nsf.gov ATTN: Donald Mitchell Division of Networking and Communications Research and Infrastructure, Room 1175 Arlington, VA 22230 [Amend 01]

ARTICLE 11. DIRECTED ACTIVITIES

From time to time the NSF Program Director may require the Awardee to attend such meetings, seminars, conferences and planning and other events and/or to provide related supplies and services as necessary to disseminate information regarding registration services activity to the worldwide Internet community and/or to facilitate the most effective, efficient and ubiquitous registration services possible on an expedited basis. In such a case, the following procedures will be followed;

A. The NSF Program Director shall request, by e-mail, the Awardee's attendance or special services required and an estimate by the Awardee of any reimbursable costs involved;

B. Awardee shall submit to the NSF Program director, by e-mail, its estimate of any such reimbursable costs involved; and

C. the NSF Program Director shall forward to the Awardee a letter directive requesting that the travel be performed and/or the special services be provided and specifying the maximum amount that Awardee will be reimbursed for its efforts pursuant to the letter directive.

D. Pursuant to such a letter directive, Awardee may incur costs against the "Directed Activities" amounts included in the approved budget provided (i) that the costs so incurred do not exceed the maximum amount specified in the letter directive and (ii) provided also that the awardee may not incur costs under a letter directive if such costs, when combined with costs incurred under other letter directives will exceed the amount allotted for directed activities as set forth in Article 8.B.2 (above).

ARTICLE 12. KEY PERSONNEL

A. The following individuals are considered key personnel and essential to the work:

Alan S. Williamson
John Zabluski

B. Any changes in the individual (s) or significant changes in their proposed level of effort as set forth in the approved Program Plan for any period requires the prior written approval of the NSF Grants and Contracts Officer.

ARTICLE 13. ORDER OF PRECEDENCE

Any inconsistency in this Cooperative Agreement shall be resolved by giving precedence in the following order (a) the Special Provisions; and (b) Grant General Conditions (5/94) and Cooperative Agreement General Conditions (5/94). [Amend 01]

ARTICLE 14 PUBLICITY, PUBLIC INFORMATION, AND PUBLICATIONS

A. All news releases, public information brochures, publications and other similar items (not limited to printed media, and including video, etc., prepared by Awardee, subawardees, and/or their employees or contractors which describe activities or results under this Registration Services Agreement shall:

1. acknowledge the sponsorship of NSF:
2. be sent to NSF in reasonable quantities for project and related NSF distribution before being distributed or shown to the public; and
3. in the case of news releases or public information, be coordinated with and have the approval of the NSF Program Official before release.

B. An acknowledgment of NSF support must appear in any publication of any material, whether copyrighted or not, based upon or developed under this project, in substantially the following terms:

The material is based on work sponsored by the National Science Foundation under Cooperative Agreement No. NCR-9218742. The Government has certain rights in this material.

C. All writings such as reports, books, journal articles, software, data bases, sound recordings, video tapes and video discs, except scientific articles or papers published in scientific, technical or professional journals, must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

ARTICLE 15. PROJECT INCOME FROM REGISTRATION FEES

A. If, and to the extent that Awardee is authorized and/or directed to charge and collect user fees for the Registration Services provided hereunder, any user fees so collected shall be placed in an interest bearing account, and shall be used to defray the Awardee's and the Foundation's Project expenses in the following descending order of priority:

1. Project expenses incurred by Awardee as a result of the imposition of such fees.
2. Project expenses of the Awardee charged to the Foundation under this award. (Program Plans and future year funding requests should reflect any such Income.
3. Project expenses of Awardee's Collaborators charged to the Foundation under their respective Awards. (Program Plans and future year funding requests should reflect any such inform and project fund transfers.
4. The provisions of this Article shall apply only to any Project Income which is generated from the imposition of user based fees on registration services. Article 19, Project Income, of the General Conditions shall apply to project related revenue from any other source [Amend 01].

EXHIBIT E



National Telecommunications and Information Administration

United States Department of Commerce

[Home](#)

Verisign Cooperative Agreement

VeriSign manages the authoritative root zone file under the Cooperative Agreement No NCR 92-18742 with the United States Government. VeriSign's responsibilities include editing the file to reflect recommended changes, publishing the file, and then distributing the file to the root server operators.

Amendments

- [Amendment 10](#) (October 1, 1998)
- [Amendment 11](#) (October 6, 1998)
 - [ICANN designated as "NewCo" for certain purposes under the Cooperative Agreement](#) (as pertains to Amendment 11) (February 26, 1999)
- [Amendment 12](#) (March 12, 1999)
- [Amendment 13](#) (April, 1999)
- [Amendment 14](#) (June 30, 1999)
- [Amendment 15](#) (July 15, 1999)
- [Amendment 16](#) (August 10, 1999)
 - [Domain Name Agreements between the U.S. Department of Commerce, Network Solutions, Inc., and the Internet Corporation for Assigned Names and Numbers \(ICANN\)](#) (September 28, 1999)
 - [Domain Name Agreements Fact Sheet](#) (September 28, 1999)
- [Amendment 17](#) (October 5, 1999)
- [Amendment 18](#) (October 5, 1999)
- [Amendment 19](#) (November 10, 1999)
- [Amendment 20](#) (June 2, 2000)
- [Amendment 21](#) (November 2, 2000)
- [Amendment 22](#) (April 24, 2001)
- [Amendment 23](#) (May 9, 2001)
 - [Commerce, ICANN AND Verisign Agreement in Principle](#) (May 5, 2001)
- [Amendment 24](#) (May 25, 2001)
- [Amendment 25](#) (September 12, 2002)
- [Amendment 26](#) (June 9, 2003)
- [Amendment 27](#) (July 1, 2003)
- [Amendment 28](#) (October 26, 2003)
- [Amendment 29](#) (August 12, 2005)
- [Amendment 30](#) (November 29, 2006)
 - [Fact Sheet](#)
- [Amendment 31](#) (July 6, 2010)

- **Testing and Implementation Requirements for the Initial Deployment of DNSSEC in the Authoritative Root Zone** (October 29, 2009)
 - **DNSSEC Practice Statement for the Root Zone ZSK operator** (May 28, 2010)
- Amendment 32** (November 29, 2012)
Verisign/ICANN Proposal in Response to NTIA Request (August 2015)
Amendment 33 (October 20, 2016)
Amendment 34 (October 20, 2016)
Amendment 35 (October 26, 2018)

EXHIBIT F



ICANN-NSI Registry Agreement

(Approved November 4, 1999)

(Signed November 10, 1999)

(Posted November 10, 1999)

On September 28, 1999, ICANN [announced](#) tentative agreement with the United States Department of Commerce and Network Solutions, Inc. on a series of agreements that will put the newly introduced competition among registrars in the .com, .net, and .org TLDs on a permanent and firmer footing. After written and oral public comments, these agreements were revised in several respects and were [adopted](#) by the ICANN Board on November 4, 1999.

One of these agreements is a registry agreement under which NSI will operate the registry for the .com, .net, and .org top-level domains according to requirements stated in the agreement and developed in the future through the ICANN consensus-based process. All ICANN-accredited registrars will have equal access to this registry.

The text of the registry agreement appears below.

REGISTRY AGREEMENT

This REGISTRY AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not for profit corporation, and Network Solutions, Inc., a Delaware corporation.

Definitions

For purposes of this Agreement, the following definitions shall apply:

1 A "Consensus Policy" is one adopted by ICANN as follows

(a) "Consensus Policies" are those adopted based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) the adoption of the policy by the ICANN Board of Directors, (2) a recommendation that the policy should be adopted by at least a two thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.

(b) In the event that NSI disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN's bylaws. Such review must be sought within fifteen working days of the publication of the Board's action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by [subsection \(a\) above](#). In the event that NSI seeks review and the Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then NSI must implement such policy unless it promptly seeks and obtains injunctive relief under [Section 13 below](#).

(c) If, following a decision by the Independent Review Panel convened under [subsection \(b\) above](#), NSI still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute resolution procedures set forth in [Section 13 below](#); provided, however, that NSI must continue to implement the policy unless it has obtained injunctive relief under [Section 13 below](#) or a final decision is rendered in accordance with the provisions of [Section 13](#) that relieves NSI of such obligation. The decision in any such further review shall be based on the report and supporting materials required by [subsection \(a\) above](#).

(d) A policy adopted by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in [subsection \(a\) above](#). If the standard set forth in [subsection \(a\) above](#) is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

(e) For all purposes under this Agreement, the policies identified in [Appendix A](#) adopted by the ICANN Board of Directors before the effective date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies."

(f) In the event that, at the time the ICANN Board adopts a policy under [subsection \(a\) above](#) during the term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen working day period allowed under [subsection \(b\) above](#) to seek review shall be extended until fifteen working days after ICANN does have such an Independent Review Panel in place and NSI shall not be obligated to comply with the policy in the interim.

2. The "Effective Date" is the date on which the Agreement is signed by ICANN and NSI.

3. The "Expiration Date" is the date specified in [Section 23 below](#).

4. "gTLDs" means the com, net, and org TLDs, and any new gTLDs established by ICANN.

- 5 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.
- 6 "NSI" refers to Network Solutions, Inc , in its capacity as a domain name registry for the Registry TLDs, a party to this Agreement.
- 7 "Personal Data" refers to data about any identified or identifiable natural person
8. "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form in the registry database
9. "Registry Services" means operation of the registry for the Registry TLDs and shall include receipt of data concerning registrations and nameservers from registrars, provision of status information to registrars, operation of the registry TLD zone servers, and dissemination of TLD zone files.
- 10 "Registry TLDs" refers to the com, net, and org TLDs
11. "SLD" refers to a second-level domain in the Internet domain name system.
- 12 "Term of this Agreement" begins on the Effective Date and runs through the earliest of (a) the Expiration Date, (b) termination of this Agreement under [Section 14](#) or [Section 16\(B\)](#), or (c) termination of this Agreement pursuant to withdrawal of the Department of Commerce's recognition of ICANN under [Section 24](#).
- 13 "TLD" refers to a top level domain in the Internet domain name system
14. "Zone File Data" means all data contained in domain name system zone files for the Registry TLDs as provided to TLD nameservers on the Internet

Agreements

NSI and ICANN agree as follows

1. Designation of Registry. ICANN acknowledges and agrees that NSI is and will remain the registry for the Registry TLD(s) throughout the Term of this Agreement
2. Recognition in Authoritative Root Server System. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (A) the authoritative root will point to the TLD zone servers designated by NSI for the Registry TLDs throughout the Term of this Agreement and (B) any changes to TLD zone server designation submitted to ICANN by NSI will be implemented by ICANN within five business days of submission. In the event that this Agreement is terminated (A) under [Section 14](#) or [16\(B\)](#) by NSI or (B) under [Section 24](#) due to the withdrawal of recognition of ICANN by the United States Department of Commerce, ICANN's obligations concerning TLD zone server designations for the com, net, and org TLDs in the authoritative root server system shall be as stated in a separate agreement between ICANN and the Department of Commerce
3. General Obligations of NSI.

(A) During the Term of this Agreement

(i) NSI agrees that it will operate the registry for the Registry TLDs in accordance with this Agreement;

(ii) NSI shall comply, in its operation of the registry, with all Consensus Policies insofar as they:

(a) are adopted by ICANN in compliance with [Section 4 below](#),

(b) relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain name system, (2) registry policies reasonably necessary to implement Consensus Policies relating to registrars, or (3) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and

(c) do not unreasonably restrain competition

(B) NSI acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to [Section 14](#), it will cease to be the registry for the Registry TLDs, unless prior to the end of the term of this Agreement NSI is chosen as the Successor Registry in accordance with the provisions of this Agreement

(C) To the extent that Consensus Policies are adopted in conformance with [Section 4 of this Agreement](#), the measures permissible under [Section 3\(A\)\(ii\)\(b\)](#) shall include, without limitation:

(i) principles for allocation of SLD names (e.g., first come/first served, timely renewal, holding period after expiration);

(ii) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(iii) reservation of SLD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single letter/digit names);

(iv) the allocation among continuing registrars of the SLD names sponsored in the registry by a registrar losing accreditation; and

(v) dispute resolution policies that take into account the use of a domain name.

Nothing in this [Section 3](#) shall limit or otherwise affect NSI's obligations as set forth elsewhere in this Agreement.

4 General Obligations of ICANN With respect to all matters that impact the rights, obligations, or role of NSI, ICANN shall during the Term of this Agreement:

(A) exercise its responsibilities in an open and transparent manner;

(B) not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

(C) not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out NSI for disparate treatment unless justified by substantial and reasonable cause; and

(D) ensure, through its reconsideration and independent review policies, adequate appeal procedures for NSI, to the extent it is adversely affected by ICANN standards, policies, procedures or practices

5. Protection from Burdens of Compliance With ICANN Policies. ICANN hereby agrees to indemnify and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages or liabilities arising solely from NSI's compliance as required by this Agreement with an ICANN policy adopted after both parties have entered into this Agreement, except that NSI shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which NSI has chosen to comply with the policy. In addition, NSI shall be given a reasonable period after receiving notice of adoption of an ICANN Consensus Policy in which to comply with that policy.

6. NSI Registry-Level Financial Support of ICANN. NSI, in its role as operator of the registry for the Registry TLDs, shall pay the gTLD registry level fees adopted by ICANN in conformance with [Section 4 of this Agreement](#), provided such fees are reasonably allocated among all gTLD registries that contract with ICANN and provided further that, if NSI's share of the total gTLD registry level fees are or are budgeted to be in excess of \$250,000 in any given year, any such excess must be expressly approved by gTLD registries accounting, in aggregate, for payment of two thirds of all gTLD registry level fees. NSI shall pay such fees in a timely manner throughout the Term of this Agreement, and notwithstanding the pendency of any dispute between NSI and ICANN. NSI agrees to prepay \$250,000 toward its share of gTLD registry-level fees at the time of signing of this Agreement.

7. Data Escrow. NSI shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by NSI and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at NSI's expense, by a reputable escrow agent mutually approved by NSI and ICANN, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among ICANN, NSI, the United States Department of Commerce, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to ICANN or to the United States Department of Commerce; (B) the data shall be released to ICANN upon termination of this Agreement by ICANN under [Section 14](#) or upon the Expiration Date if (1) this Agreement has not sooner been terminated and (2) it has been finally determined by the ICANN Board (and no injunction obtained pursuant to [Section 13](#) has been obtained) that NSI will not be designated as the successor registry under [Section 22 of this Agreement](#); and (C), in the alternative, the data shall be released to the United States Department of Commerce according to the terms of the cooperative agreement between NSI and the United States Government.

8. NSI Handling of Personal Data. NSI agrees to notify registrars sponsoring registrations in the registry of the purposes for which Personal Data submitted to the registry by registrars is collected, the recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. NSI shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. NSI shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

9 Publication by NSI of Registry Data

(A) NSI shall provide an interactive web page and a port 43 Whois service providing free public query based access to up to date (i.e. updated at least daily) registry database data which, in response to input of an SLD name, shall report at least the following data elements in response to queries: (a) the SLD name registered, (b) the TLD in which the SLD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such SLD, (d) the identity of the sponsoring

Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if ICANN adopts a Consensus Policy that adds to or subtracts from these elements, NSI will implement that policy

(B) To ensure operational stability of the registry, NSI may temporarily limit access under [subsection \(A\)](#), in which case NSI shall immediately notify ICANN of the nature of and reason for the limitation. NSI shall not continue the limitation longer than three business days if ICANN objects in writing, which objection shall not be unreasonably made. Such temporary limitations shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI

(C) NSI as registry shall comply with Consensus Policies providing for development and operation of a capability that provides distributed free public query based (web and command-line) access to current registration data implemented by registrars providing for capabilities comparable to WHOIS, including (if called for by the Consensus Policy) registry database lookup capabilities according to a specified format. If such a service implemented by registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, NSI as registry shall cooperate and, if reasonably determined to be necessary by ICANN (considering such possibilities as remedial action by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by a Consensus Policy.

10 Rights in Data Except as permitted by the Registrar License and Agreement, NSI shall not be entitled to claim any intellectual property rights in data in the registry supplied by or through registrars other than NSI. In the event that Registry Data is released from escrow under [Section 7](#) or transferred to a Successor Registry under [Section 22\(D\)](#), any rights held by NSI as registry in the data shall automatically be licensed on a non exclusive, irrevocable, royalty free, paid up basis to the recipient of the data.

11 Limitation of Liability Neither party shall be liable to the other under this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages.

12 Specific Performance During the Term of this Agreement, either party may seek specific performance of any provision of this Agreement as provided by [Section 13](#), provided the party seeking such performance is not in material breach of its obligations

13. Resolution of Disputes Under This Agreement Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of both parties (except for an dispute over whether a policy adopted by the Board is a Consensus Policy, in which case at the election of either party), by an arbitration conducted as provided in this Section pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA") The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek

temporary or preliminary injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

14 Termination

(A) In the event an arbitration award or court judgment is rendered specifically enforcing any provision of this Agreement or declaring a party's rights or obligations under this Agreement, either party may, by giving written notice, demand that the other party comply with the award or judgment. In the event that the other party fails to comply with the order or judgment within ninety days after the giving of notice (unless relieved of the obligation to comply by a court or arbitration order before the end of that ninety day period), the first party may terminate this Agreement immediately by giving the other party written notice of termination.

(B) In the event of termination by DOC of its Cooperative Agreement with NSI pursuant to [Section I B 8 of Amendment 19 to that Agreement](#), ICANN shall, after receiving express notification of that fact from DOC and a request from DOC to terminate NSI as the operator of the registry database for the Registry TLDs, terminate NSI's rights under this Agreement, and shall cooperate with DOC to facilitate the transfer of the operation of the registry database to a successor registry.

15. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing sentence, a party may assign this Agreement by giving written notice to the other party in the following circumstances, provided the assignee agrees in writing with the other party to assume the assigning party's obligations under this Agreement: (a) NSI may assign this Agreement as part of the transfer of its registry business approved under [Section 25](#) and (b) ICANN may, in conjunction with a reorganization or reincorporation of ICANN and with the written approval of the Department of Commerce, assign this Agreement to another non profit corporation organized for the same or substantially the same purposes as ICANN.

16 Relationship to Cooperative Agreement Between NSI and U S Government

(A) NSI's obligations under this Agreement are conditioned on the agreement by NSI and the Department of Commerce to Amendment 19 to the Cooperative Agreement in the form attached to this Agreement as [Appendix C](#).

(B) If within a reasonable period of time ICANN has not made substantial progress towards having entered into agreements with competing registries and NSI is adversely affected from a competitive perspective, NSI may terminate this Agreement with the approval of the U.S. Department of Commerce. In such event, as provided in [Section 16\(A\) above](#), the Cooperative Agreement shall replace this Agreement.

(C) In the case of conflict while they are both in effect, and to the extent that they address the same subject in an inconsistent manner, the term(s) of the Cooperative Agreement shall take precedence over this Agreement.

17 NSI Agreements with Registrars. NSI shall make access to the Shared Registration System available to all ICANN-accredited registrars subject to the terms of the NSI/Registrar License and Agreement (attached as [Appendix B](#)). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN. Such agreement shall also be revised to incorporate any Registry Service Level Agreement implemented under [Section 18](#).

18. Performance and Functional Specifications for Registry Services. Unless and until ICANN adopts different standards as a Consensus Policy pursuant to [Section 4](#), NSI shall provide registry services to

ICANN accredited registrars meeting the performance and functional specifications set forth in SRS specification version 1.0.6 dated September 10, 1999, as supplemented by [Appendix E](#) and any Registry Service Level Agreement established according to this [Section 18](#). In the event ICANN adopts different performance and functional standards for the registry as a Consensus Policy in compliance with [Section 4](#), NSI shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of [Section 20](#) has been resolved prior to implementation and provided further that NSI is given a reasonable time for implementation. In no event shall NSI be required to implement any different functional standards before 3 years from the Effective Date of this Agreement.

Within 45 days after the Effective Date, (i) representatives designated by ICANN of registrars accredited by ICANN for the Registry TLDs and (ii) NSI will establish a Registry Service Level Agreement for the registry system that shall include, at least:

- (A) identified service level parameters and measurements regarding performance of the registry system, including, for example, system availability;
- (B) responsibilities of registrars using the registry system and NSI (e.g., the obligation of the registrars to notify NSI of any experienced registry system outages and the obligation of NSI to respond in a timely manner to registry system outages);
- (C) an appropriate service-level dispute-resolution process; and
- (D) remedies for failure to comply with the Registry Service Level Agreement.

Unless the Registry Service Level Agreement requires fundamental architecture changes to the registry system or extraordinary increases in costs to NSI beyond what is generally required to implement a service level agreement (which is not the intent of the parties) the creation and implementation of the Registry Service Level Agreement shall not result in a price increase under [Section 20](#).

The 45 day drafting process for the Registry Service Level Agreement shall be structured as follows: (E) the designated representatives and NSI (the "SLA Working Group") shall promptly meet and shall within 20 days after the Effective Date complete a draft of the Registry Service Level Agreement; (F) all registrars accredited by ICANN for the Registry TLDs shall have 10 days after distribution of that draft to submit comments to the SLA Working Group; and (G) the SLA Working Group shall meet again to finalize the Registry Service Level Agreement, taking into account the comments of the registrars. The 45 day period shall be subject to extension by mutual agreement of the members of the SLA Working Group. The SLA shall be implemented as soon as reasonably feasible after its completion and approval by ICANN, including by implementation in stages if appropriate.

After it is approved by the SLA Working Group and ICANN, the Registry Service Level Agreement shall be incorporated in the NSI/Registrar License and Agreement referred to in [Section 17](#).

19. [Bulk Access to Zone Files](#). NSI shall provide third parties bulk access to the zone files for .com, .net, and .org TLDs on the terms set forth in the [zone file access agreement \(attached as Appendix D\)](#). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN.

20. [Price for Registry Services](#). The price(s) to accredited registrars for entering initial and renewal SLD registrations into the registry database and for transferring a SLD registration from one accredited registrar to another will be as set forth in [Section 5 of the Registrar License and Agreement \(attached as Appendix B\)](#). These prices shall be increased through an amendment to this Agreement as approved by ICANN and NSI, such approval not to be unreasonably withheld, to reflect demonstrated increases in the net costs of operating the registry arising from (1) ICANN policies

adopted after the date of this Agreement, or (2) legislation specifically applicable to the provision of Registry Services adopted after the date of this Agreement, to ensure that NSI recovers such costs and a reasonable profit thereon; provided that such increases exceed any reductions in costs arising from (1) or (2) above.

21 Additional NSI Obligations

(A) NSI shall provide all licensed Accredited Registrars (including NSI acting as registrar) with equivalent access to the Shared Registration System. NSI further agrees that it will make a certification to ICANN every six months, using the objective criteria set forth in [Appendix F](#) that NSI is providing all licensed Accredited Registrars with equivalent access to its registry services.

(B) NSI will ensure, in a form and through ways described in [Appendix F](#) that the revenues and assets of the registry are not utilized to advantage NSI's registrar activities to the detriment of other registrars.

22. Designation of Successor Registry.

(A) Not later than one year prior to the end of the term of this Agreement, ICANN shall, in accordance with [Section 4](#), adopt an open, transparent procedure for designating a Successor Registry. The requirement that this procedure be opened one year prior to the end of the Agreement shall be waived in the event that the Agreement is terminated prior to its expiration.

(B) NSI or its assignee shall be eligible to serve as the Successor Registry and neither the procedure established in accordance with [subsection \(A\)](#) nor the fact that NSI is the incumbent shall disadvantage NSI in comparison to other entities seeking to serve as the Successor Registry.

(C) If NSI or its assignee is not designated as the Successor Registry, NSI or its assignee shall cooperate with ICANN and with the Successor Registry in order to facilitate the smooth transition of operation of the registry to Successor Registry. Such cooperation shall include the timely transfer to the Successor Registry of an electronic copy of the registry database and of a full specification of the format of the data.

(D) ICANN shall select as the Successor Registry the eligible party that it reasonably determines is best qualified to perform the registry function under terms and conditions developed as a Consensus Policy, taking into account all factors relevant to the stability of the Internet, promotion of competition, and maximization of consumer choice, including without limitation functional capabilities and performance specifications proposed by the eligible party for its operation of the registry, the price at which registry services are proposed to be provided by the party, relevant experience of the party, and demonstrated ability of the party to handle operations at the required scale. ICANN shall not charge any additional fee to the Successor Registry.

(E) In the event that a party other than NSI or its assignee is designated as the Successor Registry, NSI shall have the right to challenge the reasonableness of ICANN's failure to designate NSI or its assignee as the Successor Registry under the provisions of [Section 13 of this Agreement](#).

23. Expiration of this Agreement. The Expiration Date shall be four years after the Effective Date, unless extended as provided below. In the event that NSI completes the legal separation of ownership of its Registry Services business from its registrar business by divesting all the assets and operations of one of those businesses within 18 months after Effective Date to an unaffiliated third party that

enters an agreement enforceable by ICANN and the Department of Commerce (i) not to be both a registry and a registrar in the Registry TLDs, and (ii) not to control, own or have as an affiliate any individual(s) or entity(ies) that, collectively, act as both a registry and a registrar in the Registry TLDs, the Expiration Date shall be extended for an additional four years, resulting in a total term of eight years. For the purposes of this Section, "unaffiliated third party" means any entity in which NSI (including its successors and assigns, subsidiaries and divisions, and their respective directors, officers, employees, agents and representatives) does not have majority equity ownership or the ability to exercise managerial or operational control, either directly or indirectly through one or more intermediaries. "Control," as used in this [Section 23](#), means any of the following: (1) ownership, directly or indirectly, or other interest entitling NSI to exercise in the aggregate 25% or more of the voting power of an entity; (2) the power, directly or indirectly, to elect 25% or more of the board of directors (or equivalent governing body) of an entity; or (3) the ability, directly or indirectly, to direct or cause the direction of the management, operations, or policies of an entity.

24. Withdrawal of Recognition of ICANN by the Department of Commerce. In the event that, prior to the expiration or termination of this Agreement under [Section 14](#) or [16\(B\)](#), the United States Department of Commerce withdraws its recognition of ICANN as NewCo under the Statement of Policy pursuant to the procedures set forth in [Section 5 of Amendment 1](#) (dated November 10, 1999) to the Memorandum of Understanding between ICANN and the Department of Commerce, this Agreement shall terminate.

25. Assignment of Registry Assets. NSI may assign and transfer its registry assets in connection with the sale of its registry business only with the approval of the Department of Commerce.

26. Option to Substitute Generic Agreement. At NSI's option, it may substitute any generic ICANN/Registry agreement that may be adopted by ICANN for this Agreement; provided, however, that [Sections 16](#), [19](#), [20](#), [21](#), [23](#), [24](#), and [25](#) of this Agreement will remain in effect following any such election by NSI.

27. Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registry.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile 1/310/823 8649
Attention: Chief Executive Officer

If to Registry, addressed to

1. Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Telephone 1/703/742 0400
Facsimile: 1/703/742-3386
Attention: General Counsel

2 Network Solutions, Inc
505 Huntmar Park Drive
Herndon, VA 20170
Telephone: 1/703/742-0400
Facsimile 1/703/742 3386
Attention: Registry General Manager

28 Dates and Times All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

29 Language All notices, designations, and specifications made under this Agreement shall be in the English language.

30 Entire Agreement This Agreement constitutes the entire agreement of the parties hereto pertaining to the registry for the Registry TLDs and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. This Agreement is intended to coexist with any Registrar Accreditation Agreement between the parties.

31 Amendments and Waivers No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

32 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Michael M Roberts

President and CEO

Date: November 10, 1999

NETWORK SOLUTIONS, INC.

By

Jonathan W. Emery

Senior Vice President, General

Counsel & Secretary

Date: November 10, 1999

Page modified 10 November 1999

EXHIBIT G



National Telecommunications and Information Administration

United States Department of Commerce

[Home](#) » [ICANN](#)

ICANN Amendment 1

Memorandum of Understanding (MOU) between the Department of Commerce (DOC)
and the Internet Corporation for Assigned Names and Numbers (ICANN)
AMENDMENT 1

Pursuant to the Memorandum of Understanding (MOU) between the Department of Commerce (DOC) and the Internet Corporation for Assigned Names and Numbers (ICANN), dated November 25, 1998, the Parties hereby agree to adopt the following terms as contemplated in Section V of the MOU:

1. The Agreement entitled "Registry Agreement" between ICANN and Network Solutions, Inc. (NSI) with Effective Date November 10, 1999, and relating to the provision of registry services for the .com, .net and .org TLDs is hereby approved by DOC. ICANN will not enter into any amendment of, or substitute for, said agreement, nor will said agreement be assigned by ICANN, without prior approval of DOC.
2. ICANN shall not enter into any agreement with any successor registry to NSI for the .com, .net and .org TLDs without the prior approval by DOC of the successor registry and the provisions of the agreement between the registry and ICANN.
3. ICANN agrees that, in the event of the termination by DOC of Cooperative Agreement #NCR 92 18742 pursuant to Section I B 8 of Amendment 19 to that Cooperative Agreement, ICANN shall (1) exercise its rights under its Registry Agreement with NSI to terminate NSI as the operator of the registry database for .com, .net, and .org and (2) cooperate with DOC to facilitate the transfer of those registry operations to a successor registry.
4. In the event that DOC, pursuant to the terms of the Registry Agreement between ICANN and NSI, approves the assignment of that agreement by ICANN to another non-profit entity, that new entity shall also be required to agree to be bound by this MOU, and that entity shall succeed to the duties, obligations and benefits of this Agreement, and shall be recognized by DOC as the "NewCo" identified in Amendment 11 to the Cooperative Agreement and Section I.B.1 of Amendment 19 of the Cooperative Agreement.
5. If DOC withdraws its recognition of ICANN or any successor entity by terminating this MOU, ICANN agrees that it will assign to DOC any rights that ICANN has in all existing

contracts with registries and registrars

/s/ Michael M. Roberts

Michael M. Roberts
President and CEO
Affairs
Internet Corporation for Assigned
Names and Numbers

/s/ Kenneth A Schagrin

Kenneth Schagrin
Deputy Director of International
National Telecommunications and
Information Administration

EXHIBIT H

.com Registry Agreement

(1 December 2012)

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into as of 1 December 2012 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN (Internet Corporation for Assigned Names and Numbers)"), and VeriSign, Inc. a Delaware corporation

ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be December 1, 2012.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .com ("TLD (Top Level Domain)").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN (Internet Corporation for Assigned Names and Numbers) shall continue to designate VeriSign, Inc. as the sole registry operator for the TLD (Top Level Domain) ("Registry Operator").

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry Operator's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a corporation, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

(b) Statements made During Negotiation Process. The factual statements made in writing by both parties in negotiating this Agreement were true and correct in all material respects at the time made. A violation or breach of this subsection shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.

Section 2.2 ICANN (Internet Corporation for Assigned Names and Numbers)'s Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN (Internet Corporation for Assigned Names and Numbers) is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN (Internet Corporation for Assigned Names and Numbers) has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN (Internet Corporation for Assigned Names and Numbers) into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN (Internet Corporation for Assigned Names and Numbers).

ARTICLE III COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN (Internet Corporation for Assigned Names and Numbers) as follows:

(a) Preserve Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency).

i) ICANN (Internet Corporation for Assigned Names and Numbers) Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors on a temporary basis, if adopted by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN

Internet Corporation for Assigned Names and Numbers) Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability (Security, Stability and Resiliency) or Security (Security – Security, Stability and Resiliency (SSR)) (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS (Domain Name System) ("Temporary Specification or Policies"). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus (Consensus) Policy development process set forth in ICANN (Internet Corporation for Assigned Names and Numbers)'s Bylaws. ICANN (Internet Corporation for Assigned Names and Numbers) shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN (Internet Corporation for Assigned Names and Numbers) Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus (Consensus) Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus (Consensus) Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.

(b) Consensus (Consensus) Policies.

i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus (Consensus) Policies found at http://www.icann.org/en/general/consensus_policies.htm

[/en/general/consensus-policies.htm](#)), as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN (Internet Corporation for Assigned Names and Numbers)'s Bylaws and as set forth below.

ii) "Consensus (Consensus) Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN (Internet Corporation for Assigned Names and Numbers)'s Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus (Consensus) Policy development process and procedure set forth in ICANN (Internet Corporation for Assigned Names and Numbers)'s Bylaws may be revised from time to time in accordance with ICANN (Internet Corporation for Assigned Names and Numbers)'s Bylaws, and any Consensus (Consensus) Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus (Consensus) Policy for purposes of this Agreement.

iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/en/general/consensus-policies.htm> [/en/general/consensus-policies.htm](#)) shall be treated in the same manner and have the same effect as "Consensus (Consensus) Policies."

iv) Consensus (Consensus) Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus (Consensus) Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security (Security – Security, Stability and Resiliency (SSR)) and/or Stability (Security, Stability and Resiliency) of the Internet or DNS (Domain Name System); (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) of the registry database for the TLD (Top Level Domain); (4) registry policies reasonably necessary to implement Consensus (Consensus)

Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

(A) principles for allocation of registered names in the TLD (Top Level Domain) (e.g., first-come, first-served, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD (Top Level Domain) that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS (Domain Name System) or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD (Top Level Domain) affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

v) In addition to the other limitations on Consensus (Consensus) Policies, they shall not:

(A) prescribe or limit the price of Registry Services;

(B) modify the standards for the consideration of proposed Registry Services, including the definitions of Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) (set forth below) and the standards applied by ICANN (Internet Corporation for Assigned Names and Numbers);

(C) modify the terms or conditions for the renewal or termination of this Agreement;

(D) modify ICANN (Internet Corporation for Assigned Names and Numbers)'s obligations to Registry Operator under Section 3.2 (a), (b), and (c);

(E) modify the limitations on Consensus (Consensus) Policies or Temporary Specifications or Policies;

(F) modify the definition of Registry Services;

(G) modify the terms of Sections 7.2 and 7.3, below; and

(H) alter services that have been implemented pursuant to Section 3.1(d) of this Agreement (unless justified by compelling and just cause based on Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency)).

vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus (Consensus) Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus (Consensus) Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus (Consensus) Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC (DNS Security Extensions) delegation signer ("DS") data; (2) data for nameservers sponsored by all registrars consisting of server name, each IP (Internet Protocol or Intellectual Property) address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL (Uniform Resource Locator), updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; and, (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name. The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN (Internet Corporation for Assigned Names and Numbers) and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD (Top Level Domain). To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN (Internet Corporation for Assigned Names and Numbers), such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN

Internet Corporation for Assigned Names and Numbers) from time to time, and as set forth in Appendix 1 hereto Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN (Internet Corporation for Assigned Names and Numbers) and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus (Consensus) Policy as outlined in Section 3 1(b) above The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN (Internet Corporation for Assigned Names and Numbers), Registry Operator, and the escrow agent

ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD (Top Level Domain) of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access Registry Operator shall provide bulk access to the zone files for the registry for the TLD (Top Level Domain) to ICANN (Internet Corporation for Assigned Names and Numbers) on a continuous basis in the manner ICANN (Internet Corporation for Assigned Names and Numbers) may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD (Top Level Domain) zone file access agreement reasonably established by ICANN (Internet Corporation for Assigned Names and Numbers), which initially shall be in the form attached as Appendix 3 hereto Changes to the zone file access agreement may be made upon the mutual written consent of ICANN (Internet Corporation for Assigned Names and Numbers) and

Registry Operator (which consent neither party shall reasonably withhold)

iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to CANN (Internet Corporation for Assigned Names and Numbers) a report providing such data and in the format specified in Appendix 4.

(v) Whois Service Registry Operator shall provide such whois data as set forth in Appendix 5.

(d) Registry Operations.

i) Registration Restrictions. Registry Operator shall reserve, and not register any TLD (Top Level Domain) strings (i) appearing on the list of reserved TLD (Top Level Domain) strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/TopLevelDomain/tlds-alpha-by-domain.txt> (<http://data.iana.org/TLD/tlds-alpha-by-domain.txt>) for initial (i.e., other than renewal) registration at the second level within the LD (Top Level Domain)

ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD (Top Level Domain) shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS (Domain Name System) services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year.

iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD (Top Level Domain); dissemination of TLD (Top Level Domain) zone files; operation of the registry zone servers; and dissemination of

contact and other information concerning domain name server registrations in the TLD (Top Level Domain) as required by this Agreement; and (ii) provided by the Registry Operator for the com registry as of March 31, 2006 , as the case may be; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Consensus) Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above. Only Registry Services defined in (a) and (b) above are subject to the maximum price provisions of Section 7.3, below.

(iv) Process for Consideration of Proposed Registry Services

Following written notification by Registry Operator to ICANN (Internet Corporation for Assigned Names and Numbers) that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph

(A) ICANN (Internet Corporation for Assigned Names and Numbers) shall have 15 calendar days to make a "preliminary determination" whether a Registry Service requires further consideration by ICANN (Internet Corporation for Assigned Names and Numbers) because it reasonably determines such Registry Service:(i)could raise significant Security (Security Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) issues or (ii) could raise significant competition issues.

(B) Registry Operator must provide sufficient information at the time of notification to ICANN (Internet Corporation for Assigned Names and Numbers) that it may implement such a proposed Registry Service to enable ICANN (Internet Corporation for Assigned Names and Numbers) to make an informed "preliminary determination." Information provided by Registry Operator and marked "CONFIDENTIAL" shall be treated as confidential by ICANN (Internet Corporation for Assigned Names and

Numbers). Registry Operator will not designate "CONFIDENTIAL" information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS (Domain Name System)

(C) ICANN (Internet Corporation for Assigned Names and Numbers) may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) implications of the Registry Service in order to make its "preliminary determination " To the extent ICANN (Internet Corporation for Assigned Names and Numbers) determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey

(D) If ICANN (Internet Corporation for Assigned Names and Numbers) determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service, does not raise significant Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) (as defined below), or competition issues, Registry Operator shall be free to deploy it upon such a determination

(E) In the event ICANN (Internet Corporation for Assigned Names and Numbers) reasonably determines during the 15 calendar day "preliminary determination" period that the Registry Service might raise significant competition issues, ICANN (Internet Corporation for Assigned Names and Numbers) shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator. Any such referral communication shall be posted on ICANN (Internet Corporation for Assigned Names and Numbers)'s website on the date of transmittal Following such referral, ICANN

(Internet Corporation for Assigned Names and Numbers) shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN (Internet Corporation for Assigned Names and Numbers), with respect to any competition issues relating to the Registry Service. If such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.

(F) In the event that ICANN (Internet Corporation for Assigned Names and Numbers) reasonably determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service might raise significant Stability (Security, Stability and Resiliency) or Security (Security – Security, Stability and Resiliency (SSR)) issues (as defined below), ICANN (Internet Corporation for Assigned Names and Numbers) will refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service's effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN (Internet Corporation for Assigned Names and Numbers) Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN (Internet Corporation for Assigned Names and Numbers) staff. Upon ICANN (Internet Corporation for Assigned Names and Numbers)'s referral to the Standing Panel, Registry Operator may submit additional information or analyses regarding the likely effect on

Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service's effects on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency), including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) as defined below:

Security (Security – Security, Stability and Resiliency (SSR)): For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability (Security, Stability and Resiliency): For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF (Internet Engineering Task Force) or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN (Internet Corporation for Assigned Names and Numbers) Board will have 30 calendar days to reach a decision. In the event the ICANN (Internet Corporation for Assigned Names and Numbers) Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability (Security, Stability and Resiliency) or Security (Security – Security, Stability and Resiliency (SSR)), Registry Operator will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Standing Panel or otherwise submit to the ICANN (Internet Corporation for Assigned Names and Numbers) Board additional information or analyses regarding the likely effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) of the Registry Service.

(I) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (Domain Name System) (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN (Internet Corporation for Assigned Names and Numbers) and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency). For each matter referred to the Standing Panel, the Chair shall select no more than five members

from the Standing Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN (Internet Corporation for Assigned Names and Numbers) on a quarterly basis in accordance with Section 7.2 hereof.

(f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts, and promoting the sale of domain names; provided, however, that such use does not disclose domain name registrant, end user information or other Personal Data as defined in Section 3.1(c)(ii) for any purpose not otherwise authorized by this agreement. In this regard, in the event the TLD (Top Level Domain) registry is a "thick" registry model, the traffic data that may be accessible to and used by Registry Operator shall be limited to the data that would be accessible to a registry operated under a "thin" registry model. The process for the introduction of new Registry Services shall not apply to such traffic data. The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this Section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN (Internet Corporation for Assigned Names and Numbers) to a re-introduction by Registry Operator of the SiteFinder service previously introduced by the Registry Operator on or about September 15, 2003, or the introduction of any other service employing a universal wildcard function, except that this sentence shall not prohibit the provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an ICANN (Internet Corporation for Assigned Names and Numbers)-accredited

registrar. To the extent that traffic data subject to this provision is made available, access shall be on terms that are non-discriminatory.

(g) Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) Review. Twice annually Registry Operator shall engage in discussions with executive staff of ICANN (Internet Corporation for Assigned Names and Numbers) and the Chairman of the Board of ICANN (Internet Corporation for Assigned Names and Numbers) on trends impacting the Security (Security – Security, Stability and Resiliency (SSR)) and/or Stability (Security, Stability and Resiliency) of the Registry, the DNS (Domain Name System) or the Internet pursuant to the terms of confidentiality agreements executed both by the executive staff of ICANN (Internet Corporation for Assigned Names and Numbers) and the Chairman of the Board.

(h) Centralized Whois. Registry Operator shall develop and deploy a centralized Whois for the .com TLD (Top Level Domain) if mandated by ICANN (Internet Corporation for Assigned Names and Numbers) insofar as reasonably feasible, particularly in view of Registry Operator's dependence on cooperation of third parties.

Section 3.2 Covenants of ICANN (Internet Corporation for Assigned Names and Numbers). ICANN (Internet Corporation for Assigned Names and Numbers) covenants and agrees with Registry Operator as follows:

(a) Open and Transparent. Consistent with ICANN (Internet Corporation for Assigned Names and Numbers)'s expressed mission and core values, ICANN (Internet Corporation for Assigned Names and Numbers) shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN (Internet Corporation for Assigned Names and Numbers) shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD (Top Level Domain) Zone Servers. In the event and to the extent that ICANN (Internet Corporation for Assigned Names and Numbers) is authorized to set policy with regard to an authoritative root

server system, it will ensure that (i) the authoritative root will point to the TLD (Top Level Domain) zone servers designated by Registry Operator for the Registry TLD (Top Level Domain) throughout the Term of this Agreement; and (ii) any changes to the TLD (Top Level Domain) zone server designation submitted to ICANN (Internet Corporation for Assigned Names and Numbers) by Registry Operator will be implemented by ICANN (Internet Corporation for Assigned Names and Numbers) within seven days of submission.

(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD (Top Level Domain). Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN (Internet Corporation for Assigned Names and Numbers). ICANN (Internet Corporation for Assigned Names and Numbers) will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) Root-zone Information Publication. ICANN (Internet Corporation for Assigned Names and Numbers)'s publication of root-zone contact information for the Registry TLD (Top Level Domain) will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN (Internet Corporation for Assigned Names and Numbers).

Section 3.3 Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.

Section 3.4 Contractual and Operational Compliance Audits.

(a) ICANN (Internet Corporation for Assigned Names and Numbers) may from time to time (not to exceed once per calendar quarter) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Article III of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN (Internet Corporation for Assigned Names and Numbers) will

(a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN (Internet Corporation for Assigned Names and Numbers), and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN (Internet Corporation for Assigned Names and Numbers), Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than five (5) business days notice (unless otherwise agreed to by Registry Operator), ICANN (Internet Corporation for Assigned Names and Numbers) may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its covenants contained in Section 3.1.

(b) Any audit conducted pursuant to Section 3.4(a) will be at ICANN (Internet Corporation for Assigned Names and Numbers)'s expense, unless (i) the audit relates to Registry Operator's compliance with Section 3.1(c)(iv) and such audit reveals a material discrepancy or discrepancies in the data provided by Registry Operator, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN (Internet Corporation for Assigned Names and Numbers)'s detriment. In either such case of (i) or (ii) above, Registry Operator shall reimburse ICANN (Internet Corporation for Assigned Names and Numbers) for all reasonable costs and expenses associated with such audit and such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall expire on November 30, 2018. The Expiration Date shall be November 30, 2018, as extended by any renewal terms.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred : (i) following notice of breach to Registry Operator in

accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 largest gTLDs (determined by the number of domain name registrations under management at the time of renewal), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the price of Registry Services; the standards for the consideration of proposed Registry Services, including the definitions of Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) and the standards applied by ICANN (Internet Corporation for Assigned Names and Numbers) in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICA N (Internet Corporation for Assigned Names and Numbers)'s obligations to Registry Operator under Section 3.2 (a), (b), and (c); the limitations on Consensus (Consensus) Policies or Temporary Specifications or Policies; the definition of Registry Services; or the terms of Section 7.3.

Section 4.3 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN (Internet Corporation for Assigned

Names and Numbers) arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN (Internet Corporation for Assigned Names and Numbers) and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN (Internet Corporation for Assigned Names and Numbers) within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC (International Chamber of Commerce)"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC (International Chamber of Commerce). The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees,

which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN (Internet Corporation for Assigned Names and Numbers) concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN (Internet Corporation for Assigned Names and Numbers) agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN (Internet Corporation for Assigned Names and Numbers)'s aggregate monetary liability for violations of this Agreement shall not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN (Internet Corporation for Assigned Names and Numbers) within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN (Internet Corporation for Assigned Names and Numbers) for violations of this Agreement shall be limited to an amount equal to the fees and monetary sanctions, if any, due and owing to ICANN (Internet Corporation for Assigned Names and Numbers) under this Agreement within the preceding twelve month period. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.3 of this Agreement. EXCEPT AS (Autonomous System ("AS") Numbers) OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE

SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination by ICANN (Internet Corporation for Assigned Names and Numbers). ICANN (Internet Corporation for Assigned Names and Numbers) may terminate this Agreement if and only if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 within thirty calendar days after ICANN (Internet Corporation for Assigned Names and Numbers) gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, Registry Operator has failed to comply with the decision of the arbitrator or court.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings.

Section 6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD (Top Level Domain) in accordance with this Section 6.3. Registry Operator shall agree to provide ICANN (Internet Corporation for Assigned Names and Numbers) or any successor registry authority that may be designated for the TLD (Top Level Domain) with any data regarding operations of the registry for the TLD (Top Level Domain) necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.4 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN (Internet

Corporation for Assigned Names and Numbers) or to a party designated in writing by ICANN (Internet Corporation for Assigned Names and Numbers).

Section 6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN (Internet Corporation for Assigned Names and Numbers) shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Subject to Section 7.1(d), Registry Operator shall provide all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD (Top Level Domain). Such nondiscriminatory access shall include without limitation the following:

i) All registrars (including any registrar affiliated with Registry Operator, if any) can connect to the shared registration system gateway for the TLD (Top Level Domain) via the Internet by utilizing the same maximum number of IP (Internet Protocol or Intellectual Property) addresses and SSL certificate authentication;

- ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
- iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;
- iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;
- v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;
- vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and
- vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN (Internet Corporation for Assigned Names and Numbers).

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD (Top Level Domain). This shall not preclude Registry Operator from registering names within the TLD (Top Level Domain) to itself through a request made to an ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrar. In addition, where there is an imminent threat to the Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) of the TLD (Top

Level Domain) or the Internet, this provision shall not preclude Registry Operator, for the purpose of protecting the Security (Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) of the TLD (Top Level Domain) or the Internet, from temporarily preventing the registration of one or more names; provided, as soon as practicable but no later than 3 business days of taking such action, Registry Operator provides ICANN (Internet Corporation for Assigned Names and Numbers) with a written notice of such action, which notice shall list all affected names, state the expected length of time that such names will not be available for registration, and explain why Registry Operator took such action. The contents of such notice shall be treated as confidential to the extent permitted by law. If ICANN (Internet Corporation for Assigned Names and Numbers) disagrees with such action, it will instruct Registry Operator to release such names and Registry Operator shall immediately release such names upon receipt of such written instructions from ICANN (Internet Corporation for Assigned Names and Numbers)

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN (Internet Corporation for Assigned Names and Numbers) accredited registrar.

(d) Compliance Actions Registry Operator acknowledges that all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars must enter into a registrar accreditation agreement ("RAA (Registrar Accreditation Agreement)") with ICANN (Internet Corporation for Assigned Names and Numbers) and ICANN (Internet Corporation for Assigned Names and Numbers) may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA (Registrar Accreditation Agreement), including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names ICANN (Internet Corporation for Assigned Names and Numbers) may require Registry Operator to take specific actions consistent with ICANN (Internet Corporation for Assigned Names and Numbers)'s authority under the terms of the RAA (Registrar Accreditation Agreement) to: (i) suspend or terminate a registrar's ability to create

new registered names or (ii) transfer registered names to a registrar designated by ICANN (Internet Corporation for Assigned Names and Numbers).

Section 7.2 Fees to be Paid to ICANN (Internet Corporation for Assigned Names and Numbers)

(a) Registry Level Fees As of the Effective Date, Registry Operator shall pay ICANN (Internet Corporation for Assigned Names and Numbers) a Registry Level Transaction Fee equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN (Internet Corporation for Assigned Names and Numbers) accredited registrar to another), during the applicable calendar quarter multiplied by US\$0.25. Registry Operator shall pay the Registry Level Transaction Fee by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN (Internet Corporation for Assigned Names and Numbers). For the calendar quarter ending December 31, 2012, Registry Operator shall pay an amount equal to the prorated "ICANN (Internet Corporation for Assigned Names and Numbers) Fixed Registry Fee" that would have otherwise been due for the quarter under the Registry Agreement dated March 1, 2006 by and between ICANN (Internet Corporation for Assigned Names and Numbers) and Registry Operator, as amended, plus the prorated Registry-Level Transaction Fee under this Agreement for the period from the Effective Date through December 31, 2012.

(b) Variable Registry Level Fee For fiscal quarters in which ICANN (Internet Corporation for Assigned Names and Numbers) does not collect a variable accreditation fee from all registrars, upon receipt of written notice from ICANN (Internet Corporation for Assigned Names and Numbers), Registry Operator shall pay ICANN (Internet Corporation for Assigned Names and Numbers) a Variable Registry-Level Fee. The fee will be calculated by ICANN (Internet Corporation for Assigned Names and Numbers). The Registry Operator will invoice and collect the fees from the registrars who are party to a Registry Registrar Agreement with Registry Operator and paid to ICANN.

(Internet Corporation for Assigned Names and Numbers) by the Registry Operator by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN (Internet Corporation for Assigned Names and Numbers). The fee will consist of two components; each component will be calculated by ICANN (Internet Corporation for Assigned Names and Numbers) for each registrar:

i) The transactional component of the Variable Registry-Level fee shall be specified by ICANN (Internet Corporation for Assigned Names and Numbers) in accordance with the budget adopted by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors for each fiscal year but shall not exceed US\$0 25

ii) The per-registrar component of the Variable Registry-Level fee shall be specified by ICANN (Internet Corporation for Assigned Names and Numbers) in accordance with the budget adopted by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors for each fiscal year.

(c) Interest on Late Payments. For any payments ten days or more overdue pursuant to Section 7 2, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law

Section 7 3 Pricing for Domain Name (Domain Name) Registrations and Registry Services.

(a) Scope. The Registry Services to which the provisions of this Section 7 3 shall apply are

(i) the Registry Services defined in Section 3 1(d)(iii)(a), above, and

(ii) other products or services that the Registry Operator is required to provide within the scope of Section 3.1(d)(iii)(b),

above, because of the establishment of a Consensus (Consensus) Policy (as defined in Section 3 1(b) above)

(1) to implement changes in the core functional or performance specifications for Registry Services (as defined in Section 3 1(d)(iii)(a)); or

(2) that are reasonably necessary to facilitate: (A) Security (Security Security, Stability and Resiliency (SSR)) and/or Stability (Security, Stability and Resiliency) of the Internet or DNS (Domain Name System); (B) Security (Security Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) of the registry database for the TLD (Top Level Domain); or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names).

Nothing contained herein shall be construed to apply the provisions of this Section 7.3 to the services enumerated in Appendix 9 of this Agreement

(b) No Tying. Registry Operator shall not require, as a condition of the provision or use of Registry Services subject to this Section 7 3 in accordance with the requirements of this Agreement, including without limitation Section 7 1 and Appendix 10, that the purchaser of such services purchase any other product or service or refrain from purchasing any other product or service Notwithstanding any other offering that may include all or any portion of the Registry Services at any price, Registry Operator shall offer to all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars the combination of all Reg stry Services subject to this Section 7 3 at a total price for those Registry Services that is no greater than the Maximum Price calculated pursuant to Section 7 3(d) and that otherwise complies with all the requirements of Section 7.3.

(c) Price for Registry Services The price for all Registry Services subject to this Section 7.3 shall be the amount, not to exceed the Maximum Price, that Registry Operator charges for each annual increment of a new and renewal domain name registration and for each

transfer of a domain name registration from one ICANN (Internet Corporation for Assigned Names and Numbers) accredited registrar to another.

(d) Maximum Price The Maximum Price for Registry Services subject to this Section 7.3 shall be as follows:

i) from the Effective Date through 30 November 2018, US \$7.85;

(ii) Registry Operator shall be entitled to increase the Maximum Price during the term of the Agreement due to the imposition of any new Consensus (Consensus) Policy or documented extraordinary expense resulting from an attack or threat of attack on the Security (Security Security, Stability and Resiliency SSR) or Stability (Security, Stability and Resiliency) of the DNS (Domain Name System), not to exceed the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07

(e) No price discrimination Registry Operator shall charge the same price for Registry Services subject to this Section 7.3, not to exceed the Maximum Price, to all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars (provided that volume discounts and marketing support and incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs is available to all ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrars).

(f) Adjustments to Pricing for Domain Name (Domain Name) Registrations. Registry Operator shall provide no less than six months prior notice in advance of any increase for new and renewal domain name registrations and for transferring a domain name registration from one ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrar to another and shall continue to offer for periods of up to ten years new and renewal domain name registrations fixed at the price in effect at the time such offer is accepted. Registry Operator is not required to give notice of the imposition of the Variable Registry-Level Fee set forth in Section 7.2(b).

(g) Maximum Price does not include ICANN (Internet Corporation for Assigned Names and Numbers) Variable Registry Level Fee The Maximum Price does not include, and shall not be calculated from a price that includes, all or any part of the ICANN (Internet Corporation for Assigned Names and Numbers) Variable Registry-Level Fee set forth in Section 7 2(b), above, or any other per name fee for new and renewal domain name registrations and for transferring a domain name registration from one ICANN (Internet Corporation for Assigned Names and Numbers)-accredited registrar to another.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Indemnification of ICANN (Internet Corporation for Assigned Names and Numbers).

(a) Registry Operator shall indemnify, defend, and hold harmless ICANN (Internet Corporation for Assigned Names and Numbers) (including its directors, officers, employees, and agents) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) ICANN (Internet Corporation for Assigned Names and Numbers)'s reliance, in connection with its decision to delegate the TLD (Top Level Domain) to Registry Operator or to enter into this Agreement, on information provided by Registry Operator in its application for the TLD (Top Level Domain); (b) Registry Operator's establishment or operation of the registry for the TLD (Top Level Domain); (c) Registry Operator's provision of Registry Services; (d) collection or handling of Personal Data by Registry Operator; (e) any dispute concerning registration of a domain name within the domain of the TLD (Top Level Domain) for the registry; and (f) duties and obligations of Registry Operator in operating the registry for the TLD (Top Level Domain); provided that Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN (Internet Corporation for Assigned Names and Numbers) to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN (Internet Corporation for Assigned Names and Numbers) of any obligation contained in this Agreement or any willful misconduct of ICANN (Internet Corporation for Assigned Names and Numbers). For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN

(Internet Corporation for Assigned Names and Numbers) for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.

(b) For any claims by ICANN (Internet Corporation for Assigned Names and Numbers) for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN (Internet Corporation for Assigned Names and Numbers) with respect to such claim shall be limited to a percentage of ICANN (Internet Corporation for Assigned Names and Numbers)'s total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (Top Level Domain) (which names under registration shall be calculated consistently with Section 7.2 hereof for any applicable quarter) by the total number of domain names under registration within all TLDs for which the registry operators thereof that are engaging in the same acts or omissions giving rise to such claim. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims above, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN (Internet Corporation for Assigned Names and Numbers) at set forth in 8.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

Section 8.2 Indemnification Procedures. If ICANN (Internet Corporation for Assigned Names and Numbers) receives notice of any third party claim that is indemnified under Section 8.1 above, ICANN (Internet Corporation for Assigned Names and Numbers) shall promptly notify Registry Operator of such claim. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN (Internet Corporation for Assigned Names and Numbers), to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN (Internet Corporation for Assigned Names and Numbers) shall be entitled to control at

its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN (Internet Corporation for Assigned Names and Numbers) policies or conduct. ICANN (Internet Corporation for Assigned Names and Numbers) shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN (Internet Corporation for Assigned Names and Numbers) other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN (Internet Corporation for Assigned Names and Numbers). If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN (Internet Corporation for Assigned Names and Numbers) shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.

Section 8.3 No Offset All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN (Internet Corporation for Assigned Names and Numbers)

Section 8.4 Use of ICANN (Internet Corporation for Assigned Names and Numbers) Name and Logo ICANN (Internet Corporation for Assigned Names and Numbers) grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN (Internet Corporation for Assigned Names and Numbers) as the Registry Operator for the Registry TLD (Top Level Domain) and to use a logo specified by ICANN (Internet Corporation for Assigned Names and Numbers) to signify that Registry Operator is an ICANN (Internet Corporation for Assigned Names and Numbers)-designated registry authority. This license may not be assigned or sublicensed by Registry Operator

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the

prior written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, ICANN (Internet Corporation for Assigned Names and Numbers) may assign this Agreement in conjunction with a reorganization or re incorporation of ICANN (Internet Corporation for Assigned Names and Numbers), to another nonprofit corporation organized for the same or substantially the same purposes. Registry Operator must provide notice to ICANN (Internet Corporation for Assigned Names and Numbers) of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD (Top Level Domain) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN (Internet Corporation for Assigned Names and Numbers) or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL (Uniform Resource Locator) address for certain information,

Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL (Uniform Resource Locator). In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN (Internet Corporation for Assigned Names and Numbers), addressed to:

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094 2536
Telephone: 1-310-301-5800
Facsimile 1 310 823 8649
Attention: President and CEO
With a Required Copy to General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to

VeriSign, Inc.
12061 Bluemont Way,
Reston, Virginia 20190
Telephone 1 703 948 4524
Facsimile: 1-703-450-7326
Attention VP, Associate General Counsel, Naming
With a Required Copy to: General Counsel
Email (As specified from time to time)

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD (Top Level Domain) and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict

between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By

Fadi Chehadé
President and Chief Executive Officer

Date:

VeriSign, Inc.

By: _____

D. James Bidzos
Chairman of the Board, Executive Chairman, President and Chief
Executive Officer

Date:

EXHIBIT I

GRANT COOPERATIVE AGREEMENT

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

ACCOUNTING CODE

** See Attached **

AWARD NUMBER

NCR-92-18742

RECIPIENT NAME

VeriSign, Inc.

VeriSign, Inc.

AMENDMENT NUMBER

30

STREET ADDRESS

21355 Ridgetop Circle

1666 K. Street., NW, Suite 410

EFFECTIVE DATE

CITY, STATE ZIP

Dulles, Virginia 20166

Washington, D.C. 20006

EXTEND WORK COMPLETION TO

November 30, 2012

11. - National Telecommunications and Information Administration

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00

REASON(S) FOR AMENDMENT

This agreement is hereby amended for the following reasons: 1) Extend the work completion date to November 30, 2012; 2) The Amendment has been negotiated as a Special Award Condition for the Department's review and approval of the new .com Registry Agreement. The new .com Registry Agreement is made a part of this cooperative agreement.

EXCEPT AS SPECIFIED IN THIS AMENDMENT, ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions

Line Item Budget

Other:

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

DATE

Angela Henderson

11/29/2006

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

DATE

Luigi Forte

11/29/2006

Award ACCS Information

BUREAU	FCFY	PROJECT-TASK#	ORGANIZATION	OBJECT CLASS	OBLIGATION AMOUNT
--------	------	---------------	--------------	--------------	-------------------

Award Contact Information

First Name	Last Name	Email	Phone
------------	-----------	-------	-------

NIST Grants Officer:

Joyce Brigham
100 Bureau Drive MS 1650
Gaithersburg, MD 20899
(301) 975-6329

NIST Grants Specialist:

Judy Murphy
100 Bureau Drive MS 1650
Gaithersburg, MD 20899
(301) 975-5603

SPECIAL AWARD CONDITIONS NCR-92-18742
Amendment Number Thirty (30)

Whereas the Department finds that its authority to fulfill its stewardship responsibilities in connection with **VeriSign's** provision of .com registry services shall be preserved pursuant to the following amendment to the Cooperative Agreement and finds that the approval of the .com Registry Agreement attached hereto as Exhibit A is in the public interest; **Therefore**, VeriSign and the Department agree as follows:

1. Section I.A.9, of Amendment 19, as amended, Definitions, is amended as follows:

9) "Registry Agreement" means the revised .com Registry Agreement attached hereto as Exhibit A.

17) "Designated Term" means each of the following provisions of the Registry Agreement in the form in effect as hereby approved by the Department of Commerce: Sections 3.1(c)(iii) & (v) (including Appendix 5), 3.1(d)(iii), 7.1, and 7.3, which terms, and obligations of **VeriSign** thereunder, shall be incorporated into the Cooperative Agreement by reference.

2. Section I.B.2.A of Amendment 19, as amended, VeriSign Relationship with ICANN, is amended as follows:

A. (i) **VeriSign** shall enter into the Registry Agreement (Exhibit A hereto).

(ii) Without the prior written approval by the Department, **VeriSign** shall not enter into any renewal under Section 4.2 or any other extension or continuation of, or substitution for, the Registry Agreement. The Department shall provide such written approval if it concludes that approval will serve the public interest in (a) the continued security and stability of the Internet domain name system and the operation of the .com registry including, in addition to other relevant factors, consideration of **VeriSign's** compliance with Consensus Policies and technical specifications and its service level agreements as set forth in the Registry Agreement approved herein, and the investment associated with improving the security and stability of the DNS, and (b) the provision of Registry Services (as defined in Section 3.1(d)(iii) of the Registry Agreement) offered at reasonable prices, terms and conditions. The parties have an expectancy of renewal of the Registry Agreement so long as the foregoing public interest standard and the standards in Section 4.2 of the Registry Agreement are met. In all cases except a renewal under Section 4.2 of the Registry Agreement, the Department's review and right of approval shall include all terms in the Registry Agreement. In the case of a renewal under Section 4.2, the Department's review and right of approval shall include all terms in the Agreement except Department approval shall not be required for: (1) a change in the non-Designated Terms of the Registry Agreement required by the operation of the second sentence of Section 4.2; (2) an expansion of the definition of Registry Services as that term is defined in Section 3.1(d)(iii) of the Registry Agreement; (3) the introduction of or

terms upon which new Registry Services are offered pursuant to the process for new Registry Services set forth in Section 3.1(d)(iv) of the Registry Agreement; or (4) the terms or conditions for the renewal or termination of the Registry Agreement, provided that such terms are the same as those set forth in Sections 4.2 and 6.1 of the approved Registry Agreement attached hereto as Exhibit A. The preceding sentence shall not be construed to exempt from the requirement of Department approval a change in any of the Designated Terms (other than an expansion of Registry Services (as that term is defined in the Registry Agreement)) or the inclusion of any term that comprises or relates to any provision embodied by all or part of any Designated Term. **VeriSign** shall apply to the Department for approval of any such renewal 90 days prior to the expiration of the current term of the Registry Agreement. The Department shall approve or refuse to approve such initial proposed renewal, or determine that additional time is needed to complete its review, before expiration of the current term of the Registry Agreement. If the Department does not approve such initial proposed renewal under Section 4.2 prior to the expiration of the current term of the Registry Agreement, or if it determines that additional time is needed beyond the expiration of the current term of the Registry Agreement to complete its review, then the Department shall agree to the expiration of the term of the Registry Agreement being extended for six months, or such other reasonable period of time as the Department and **VeriSign** may mutually agree. After receiving written notice of the refusal to approve, **VeriSign** shall be entitled to confer with the Department and learn the basis for and publicly available underlying facts supporting the refusal. After conferring with the Department, **VeriSign** may propose for the Department's approval one or more new or revised renewal proposals under Section 4.2. The Department shall review such new or revised proposal(s) pursuant to the public interest standard established by this subsection for the review of an initial renewal proposal.

(iii) **VeriSign's** obligations under the Cooperative Agreement with respect to Registry Services shall be satisfied by compliance with the Registry Agreement for so long as (1) the Registry Agreement is in effect (as determined by the term of the agreement, dispute resolution procedures and termination provisions of the Registry Agreement at Sections 4, 5, and 6, respectively), and (2) **VeriSign** notifies the Department of any proposed amendment to any Designated Term, and obtains prior written approval from the Department before execution of any such amendment. Any decision to approve or disapprove any proposed amendment to any Designated Term shall be made by the Department, in its sole discretion.

(iv) Notwithstanding Section I.B.7 of this amendment, as amended, if **VeriSign** fails to comply with any of the Designated Terms Sections 3.1(c)(iii) & (v) (including Appendix 5), 7.1, and 7.3 within 30 days of receiving notice from the Department of such failure, the Department (without limitation of any other rights) may elect to obtain specific performance of the Designated Term in an action in the United States District Court for the District of Columbia, provided, however that such rights shall not include the termination, reformation, discharge or suspension of the Cooperative Agreement or the Registry Agreement. The Department and **VeriSign** agree that there is no adequate

substitute for the Department's right to obtain specific performance of Designated Terms Sections 3.1(c)(iii) & (v) (including Appendix 5), 7.1, and 7.3, and that irreparable damage could occur if VeriSign does not comply fully with such Designated Terms. The Department and VeriSign further agree that, if a court determines that VeriSign has failed to comply with any such Designated Terms (1) the court shall enter an order requiring VeriSign to specifically perform its obligations under Designated Terms Sections 3.1(c)(iii) & (v) (including Appendix 5), 7.1, and 7.3, and (2) the court may order such other relief as is reasonably necessary to remedy the failure to comply with the Designated Terms Sections 3.1(c)(iii) & (v) (including Appendix 5), 7.1, and 7.3, which relief the parties specifically agree shall not include the termination, reformation, discharge or suspension of the Cooperative Agreement or the Registry Agreement.

(v) VeriSign's obligations under the Cooperative Agreement with respect to Other Services shall be satisfied by compliance with the Cooperative Agreement as amended. VeriSign's obligations under the Cooperative Agreement with respect to Registry Services shall be governed by Section I.B.9 of Amendment 19, as amended below.

(vi) As to any question concerning interpretation of any Designated Term, or compliance therewith, the Department will not contest the applicability of a prior, enforceable, final and non-appealable judgment, decision or ruling of a court or arbitrator in a proceeding between VeriSign and ICANN pursuant to the Registry Agreement, when each of the following conditions is satisfied: (1) The issue in dispute was an issue in controversy that was specifically addressed and fully and fairly litigated as a necessary part of the prior judgment, decision or ruling; (2) The prior judgment, decision or ruling was issued pursuant to an adversarial, fully contested proceeding between VeriSign and ICANN, based on a fully developed record that has been preserved; (3) The prior judgment, decision or ruling remains in effect; has not been overruled, altered or limited in any way; and is not the subject of any appeal or motion for reconsideration; and (4) The court or arbitrator specifically considered and incorporated into the prior judgment, decision or ruling the public interest in competition.

3. Section I.B.9, of Amendment 19, Compliance with Section II of this Amendment, is amended as follows:

While the Registry Agreement remains in effect, VeriSign shall not be obligated to comply with the provisions of Section II of this amendment. Upon termination (i) by VeriSign of the Registry Agreement; (ii) due to the withdrawal of the Department's recognition of ICANN; or (iii) if the Department does not approve any renewal under Section 4.2, or any other extension or continuation of, or substitution for, the Registry Agreement, VeriSign shall no longer be required to comply with the Registry Agreement and VeriSign's obligations under Section II of this amendment shall take immediate effect with respect to the .com Registry without further action by the Department of Commerce or VeriSign.

4. Section I.B.10, of Amendment 19, Expiration Date, is amended as follows:

The Expiration Date of the Cooperative Agreement shall be November 30, 2012, except that the Department of Commerce may in its sole discretion extend the term of the Cooperative Agreement (1) for a period equal to the length of any term of renewal under Section 4.2, or any other extension or continuation of the Registry Agreement (whether or not the Registry Agreement remains in effect through that term); (2) for a period equal to the length of the term of a substitute registry agreement; or (3) for one year to permit the Department to exercise its rights under Section II.9 of this amendment, as amended, if the Department does not approve any renewal under Section 4.2, or any other extension or continuation of or substitution for, the Registry Agreement.

5. The Department hereby approves the Registry Agreement. This approval is not intended to confer federal antitrust immunity on **VeriSign** with respect to the Registry Agreement. Upon signature of both parties, **VeriSign** shall provide copies of the Registry Agreement to both the Grants Officer and the Federal Programs Officer.

6. Except as modified by this Amendment, the terms and conditions of this Cooperative Agreement, as previously amended, remain unchanged.

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and VeriSign, Inc. a Delaware corporation.

WHEREAS, the parties wish to work together cooperatively to promote and facilitate the security and stability of the Internet and the DNS, and to that end, hereby agree as follows:

ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The effective date ("Effective Date") for purposes of this Agreement shall be March 1, 2006.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .com ("TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to recognize VeriSign, Inc. as the sole registry operator for the TLD ("Registry Operator").

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry Operator's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a corporation, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

(b) Statements made During Negotiation Process. The factual statements made in writing by Registry Operator in negotiating this Agreement were true and correct in all material respects at the time made. A violation or breach of any such representation or warranty shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.

Section 2.2 ICANN's Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE III COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed

in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies."

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

(A) principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(v) In addition to the other limitations on Consensus Policies, they shall not:

(A) prescribe or limit the price of Registry Services;

(B) modify the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability (set forth below) and the standards applied by ICANN;

(C) for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;

(D) modify the terms or conditions for the renewal or termination of this Agreement;

(E) modify ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c);

(F) modify the limitations on Consensus Policies or Temporary Specifications or Policies;

(G) modify the definition of Registry Services;

(H) modify the terms of Sections 7.2 and 7.3, below; and

(I) alter services that have been implemented pursuant to Section 3.1(d) of this Agreement (unless justified by compelling and just cause based on Security and Stability).

(vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) **Data Escrow.** Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC-related key material; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of

registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) the DNSSEC-related material necessary to sign the .com zone (e.g., public and private portions of .com zone key-signing keys and zone-signing keys). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

(ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be

in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

(iv) **Monthly Reporting.** Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(v) **Whois Service.** Registry Operator shall provide such whois data as set forth in Appendix 5.

(d) **Registry Operations.**

(i) **Registration Restrictions.** Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) **Functional and Performance Specifications.** Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) **Registry Services.** Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .com registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c)

any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above. Only Registry Services defined in (a) and (b) above are subject to the maximum price provisions of Section 7.3, below.

(iv) Process for Consideration of Proposed Registry Services. Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

(A) ICANN shall have 15 calendar days to make a “preliminary determination” whether a Registry Service requires further consideration by ICANN because it reasonably determines such Registry Service: (i) could raise significant Security or Stability issues or (ii) could raise significant competition issues.

(B) Registry Operator must provide sufficient information at the time of notification to ICANN that it may implement such a proposed Registry Service to enable ICANN to make an informed “preliminary determination.” Information provided by Registry Operator and marked “CONFIDENTIAL” shall be treated as confidential by ICANN. Registry Operator will not designate “CONFIDENTIAL” information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS.

(C) ICANN may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security or Stability implications of the Registry Service in order to make its “preliminary determination.” To the extent ICANN determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey.

(D) If ICANN determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service, does not raise significant Security or Stability (as defined below), or competition issues, Registry Operator shall be free to deploy it upon such a determination.

(E) In the event ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the Registry Service might raise significant competition issues, ICANN shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator. Any such referral communication shall be posted on ICANN's website on the date of transmittal. Following such referral, ICANN shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN, with respect to any competition issues relating to the Registry Service. If

such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.

(F) In the event that ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service might raise significant Stability or Security issues (as defined below), ICANN will refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service’s effect on Security or Stability (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN staff. Upon ICANN’s referral to the Standing Panel, Registry Operator may submit additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service’s effects on Security or Stability, including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security or Stability as defined below:

Security: For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability: For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN Board will have 30 calendar days to reach a decision. In the event the ICANN Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability or Security, Registry Operator will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Standing Panel or otherwise submit to the ICANN Board additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(I) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security and Stability. For each matter referred to the Standing Panel, the Chair shall select no more than five members from the Standing Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and health of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts, and promoting the sale of domain names; provided, however, that such use does not disclose domain name registrant, end user information or other Personal Data as defined in Section 3.1(c)(ii) for any purpose not otherwise authorized by this agreement. The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to a re-introduction by Registry Operator of the SiteFinder service previously introduced by the Registry Operator on or about September 15, 2003, or the introduction of any substantially similar service employing a universal wildcard function intended to achieve the same or substantially similar effect as the SiteFinder service. To the extent that traffic

data subject to this provision is made available, access shall be on terms that are non-discriminatory.

(g) Security and Stability Review. Twice annually Registry Operator shall engage in discussions with executive staff of ICANN and the Chairman of the Board of ICANN on trends impacting the Security and/or Stability of the Registry, the DNS or the Internet pursuant to the terms of confidentiality agreements executed both by the executive staff of ICANN and the Chairman of the Board.

(h) Centralized Whois. Registry Operator shall develop and deploy a centralized Whois for the .com TLD if mandated by ICANN insofar as reasonably feasible, particularly in view of Registry Operator's dependence on cooperation of third parties.

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN.

Section 3.3 Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall expire on November 30, 2012. The "Expiration Date" shall be November 30, 2012, as extended by any renewal terms.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred : (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 largest gTLDs (determined by the number of domain name registrations under management at the time of renewal), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the price of Registry Services; the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; the definition of Registry Services; or the terms of Section 7.3.

Section 4.3 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party

may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not

performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.3 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if and only if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 within thirty calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, Registry Operator has failed to comply with the decision of the arbitrator or court.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings.

Section 6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.4. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.4 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released

from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

Section 6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

(i) All registrars (including any registrar affiliated with Registry Operator) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;

(iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;

(iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;

(v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;

(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

Section 7.2 Fees to be Paid to ICANN.

(a) Initial Fees. On the Effective Date, Registry Operator shall make a one-time lump sum payment of US\$625,000 to an account designated by ICANN. The uses of these initial fees shall include meeting the costs associated with establishing structures to implement the provisions of this Agreement.

(b) Fixed Registry-Level Fee. Registry Operator shall pay ICANN, to an account designated by ICANN, a Fixed Registry-Level Fee as provided below. Payments shall be made as follows: Beginning 1 July 2006 through 31 December 2006, Registry Operator shall begin prepayment of the 2007 Fixed Registry-Level Fee in equal monthly payments such that the total payments per quarter is US\$1,500,000. Beginning 1 January 2007, equal monthly payments for quarters ended 31 March 2007 and 30 June 2007 shall be paid such that the total payments per quarter, calculated net of the prepayments during the quarters ended 30 September 2006 and 31 December 2006, is US\$1,500,000. Beginning 1 July 2007, equal monthly payments for quarters ended 30 September 2007, 31 December 2007, 31 March 2008, and 30 June 2008, shall be paid such that the total payments per quarter is US\$2,000,000. Beginning 1 July 2008, equal monthly payments will increase such that the total payments per quarter will equal US\$3,000,000. Equal monthly payments shall continue such that the total payment per quarter will equal US\$3,000,000 except that after 1 July 2009: (i) if the total number of annual domain name registrations increases by a total of ten million over the total number of domain name registrations on the Effective Date

of the Agreement, the equal monthly payments shall increase by an amount totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; (ii) if the total number of annual domain name registrations increases by a total of twenty million over the total number of domain name registrations at the time of the Effective Date of the Agreement, the equal monthly payments shall increase by an amount in addition to that set forth in 7.2(a)(i), totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; provided, however, if at any time after the Effective Date, the total number of annual domain name registrations falls below the total number of domain name registrations on the Effective Date of the Agreement, or, if applicable, the total number of annual domain name registrations in 7.2(a)(i) and 7.2(a)(ii) above, the equal monthly payments shall be reduced by US\$25,000 per month for every 1 million annual domain name registrations reduction.

(c) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of written notice from ICANN, Registry Operator shall pay ICANN a Variable Registry-Level Fee. The fee will be calculated by ICANN. The Registry Operator shall invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator and paid to ICANN by the Registry Operator by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(i) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.25.

(ii) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

(d) Interest on Late Payments. For any payments ten days or more overdue, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

Section 7.3 Pricing for Domain Name Registrations and Registry Services.

(a) Scope. The Registry Services to which the provisions of this Section 7.3 shall apply are:

(i) the Registry Services defined in Section 3.1(d)(iii)(a), above, and

(ii) other products or services that the Registry Operator is required to provide within the scope of Section 3.1(d)(iii)(b), above, because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above):

(1) to implement changes in the core functional or performance specifications for Registry Services (as defined in Section 3.1(d)(iii)(a)); or

(2) that are reasonably necessary to facilitate: (A) Security and/or Stability of the Internet or DNS; (B) Security and Stability of the registry database for the TLD; or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names).

Nothing contained herein shall be construed to apply the provisions of this Section 7.3 to the services enumerated in Appendix 9 of this Agreement.

(b) No Tying. Registry Operator shall not require, as a condition of the provision or use of Registry Services subject to this Section 7.3 in accordance with the requirements of this Agreement, including without limitation Section 7.1 and Appendix 10, that the purchaser of such services purchase any other product or service or refrain from purchasing any other product or service. Notwithstanding any other offering that may include all or any portion of the Registry Services at any price, Registry Operator shall offer to all ICANN-accredited registrars the combination of all Registry Services subject to this Section 7.3 at a total price for those Registry Services that is no greater than the Maximum Price calculated pursuant to Section 7.3(d) and that otherwise complies with all the requirements of Section 7.3.

(c) Price for Registry Services. The price for all Registry Services subject to this Paragraph 7.3 shall be the amount, not to exceed the Maximum Price, that Registry Operator charges for each annual increment of a new and renewal domain name registration and for each transfer of a domain name registration from one ICANN-accredited registrar to another.

(d) Maximum Price. The Maximum Price for Registry Services subject to this Paragraph 7.3 shall be as follows:

(i) from the Effective Date through 31 December 2006, US\$6.00;

(ii) for each calendar year beginning with 1 January 2007, the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07; provided, however, that such increases shall only be permitted in four years of any six year term of the Agreement. In any year, however, where a price increase does not occur, Registry Operator shall be entitled to increase the Maximum Price by an amount sufficient to cover any additional incremental costs incurred during the term of the Agreement due to the imposition of any new Consensus Policy or documented extraordinary expense

resulting from an attack or threat of attack on the Security or Stability of the DNS, not to exceed the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07.

(e) No price discrimination. Registry Operator shall charge the same price for Registry Services subject to this Section 7.3, not to exceed the Maximum Price, to all ICANN-accredited registrars (provided that volume discounts and marketing support and incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs is available to all ICANN-accredited registrars).

(f) Adjustments to Pricing for Domain Name Registrations. Registry Operator shall provide no less than six months prior notice in advance of any increase for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another and shall continue to offer for periods of up to ten years new and renewal domain name registrations fixed at the price in effect at the time such offer is accepted. Registry Operator is not required to give notice of the imposition of the Variable Registry-Level Fee set forth in Section 7.2(c).

(g) Maximum Price does not include ICANN Variable Registry-Level Fee. The Maximum Price does not include, and shall not be calculated from a price that includes, all or any part of the ICANN Variable Registry-Level Fee set forth in Section 7.2(c), above, or any other per-name fee for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another.

ARTICLE VIII MISCELLANEOUS

Section 8.1 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.2 Use of ICANN Name and Logo. ICANN grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated registry authority. This license may not be assigned or sublicensed by Registry Operator.

Section 8.3 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN

and the U.S. Department of Commerce, as the same may be amended from time to time. Registry Operator must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.4 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.6 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1-310-823-9358
Facsimile: 1-310-823-8649
Attention: President and CEO
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:

VeriSign, Inc.
21355 Ridgetop Circle
Dulles, VA 20166
Telephone: 1-703-948-4463
Facsimile: 1-703-450-7326
Attention: VP, Associate General Counsel, VNDS
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

Section 8.7 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.9 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Paul Twomey
President and CEO

Date: 1 March 2006

VeriSign, Inc.

By: _____
Stratton Sclavos
President and CEO, VeriSign, Inc.

Date: 1 March 2006

.COM Agreement Appendix 1 Data Escrow Specification

EXHIBIT A - Task Order and Statement of Work

TASK ORDER TITLE

Exhibit A to the Escrow Agreement dated _____.

COMPANY NAME

Data Escrow Provider

STATEMENT OF WORK

Establish an escrow account to deposit all data identified in Section 3.1(c)(i) of the Registry Agreement between VeriSign, Inc. ("VNDS") and the Internet Corporation for Assigned Names and Numbers ("ICANN") (the "Data") in an electronic format mutually approved by VNDS and ICANN. More specifically, to meet the Data Escrow requirements outlined in the Registry Agreement, VNDS will store in escrow with Data Escrow Provider a complete set of Data in an electronic format agreed upon by VNDS and ICANN. Data Escrow Provider will verify that the data is complete, accurate, and delivered in the intended format using scripts provided by VNDS. The escrow deposit verification process will validate completeness and integrity (accuracy) of the data as well as validate that the file format sent is the format received by Data Escrow Provider (correctness). Refer to Exhibit B to review the verification processes. The Introspection validation, defined in Exhibit B, will be implemented in a later phase, as mutually agreed by the parties hereto.

Data will be securely and electronically transmitted on a daily and weekly basis as follows:

Weekly Escrow Deposits:

VNDS will deposit a complete set of Data into escrow on a weekly basis by electronically and securely transmitting a snapshot of each operational Registrar's data (the "Deposit Materials"). The snapshot captures the state of each Registrar's data at the time the snapshot was created. Specific data elements contained in the Deposit Materials are identified in Table 1.

Daily Escrow Deposits:

VNDS will securely and electronically deposit a transaction log for each operational Registrar representing transactions that occurred over the previous 24 hour period (the "Additional Deposit"). The logs will be escrowed daily, being in the form of Additional Deposit each Tuesday through Sunday, and being in the form of the Weekly Deposit Materials each Monday, which shall capture that Sunday's data. The Daily Additional Deposit will act as incremental updates to

the Weekly Deposit Materials and will include all Registrar activity, such as add, delete, and transfer of a domain name. Specific data elements contained in the Additional Deposit are identified in Table 2.

Electronic Delivery Service Escrow Deposit Method:

The "Electronic Delivery Service" escrow deposit method shall mean and refer to the following: VNDS shall transmit the Deposit Materials and Additional Deposit to a secure server on a weekly and daily basis, respectively. VNDS shall provide a secure ID and password for Data Escrow Provider. Data Escrow Provider shall pull the transmitted data from the server and store it in a secured location. The transmitted data will be made available to Data Escrow Provider as follows:

Daily Deposits:

Daily transactional data will be made available at the close of business each Tuesday through Sunday for the previous calendar day. For example, transactional data created on Monday would be available to the escrow company on Tuesday at the close of business. The results of transactions completed on Sunday will be made available in the Weekly Deposit Materials, thus no separate Daily Additional Deposit will be made for Sunday activity.

Weekly Deposits:

Weekly database snapshots taken at midnight on Sundays will be available not later than 6 p.m. each Monday.

Data Transmission File Sizes:

The Weekly Deposit Materials shall include the Registrar Domain Report, Registrar Nameserver Report, and Registrar Whois Report, and may include Domain Name Registrant Data, DNSSEC-Related Data and Registry Service Data as set forth below.

FILE SIZE ESTIMATES

	Daily	Weekly
Current Data Escrow Size	up to 400 Megabytes	up to 4 Gigabytes
Forecasted 2005 Data Escrow Size	up to 600 Megabytes	up to 7.5 Gigabytes
Total Forecasted Escrow Size	up to 1.5 Gigabytes	up to 15 Gigabytes

Table 1: Weekly Deposit Materials Format

Registrar Weekly Reports

1. Registrar Domain Report

Title: Registrar Domain Report

Report name: rgr_domain

Description: This report contains data for domains sponsored by all registrars. Each domain is listed once with the current status and associated nameserver.

Fields:

- Domain Name (domainname)
- Server name for each nameserver (servername)
- Registrar ID (GURID)
- Updated Date (updatedate)
- Creation Date (createdate)
- Expiration Date (expirationdate)
- Status Information (statusname)
- DNSSEC-Related Key Material (dnssec) [as applicable]

2. Registrar Nameserver Report

Title: Registrar Nameserver Report

Report name: rgr_nameserver

Description: This report contains data for all nameservers sponsored by all registrars. The nameserver is listed once with all associated information.

Fields:

- Server Name (servername)
- IP Address (ipaddress)
- Registrar ID (gurid)
- Updated Date (updatedate)
- Creation Date (createdate)
- Expiration Date (expirationdate)
- Status Information (statusname)

3. Registrar Whois Report

Title: Registrar Whois Report

Report name: Registrar Whois

Description: This report contains data for registrars sponsoring registered domains and nameservers and will consist of one record for each registrar.

Fields:

- Registrar ID (REGISTRARID)
- Registrar Name (REGISTRARNAME)
- Address 1 (ADDRESSLINE1)

Address 2 (ADDRESSLINE2)
Address 3 (ADDRESSLINE3)
City (CITY)
State / Province (STATEPROVINCE)
Postal Code (POSTALCODE)
Country (COUNTRYCODE)
Telephone Number (PHONENUMBER)
Fax Number (FAXNUMBER)
E-Mail Address (EMAIL)
Whois Server (WHOISSERVER)
Web URL (URL)
Updated Date (UPDATEDATE)
Administrative Contact First Name(ADMINFNAME)
Administrative Contact Last Name (ADMINLNAME)
Administrative Contact Telephone Number (ADMINPHONE)
Administrative Contact E-Mail (ADMINEMAIL)
Billing Contact First Name (BILLINGFNAME)
Billing Contact Last Name (BILLINGLNAME)
Billing Contact Telephone Number (BILLINGPHONE)
Billing Contact E-Mail (BILLINGEMAIL)
Technical Contact First Name (TECHFNAME)
Technical Contact Last Name (TECHLNAME)
Technical Contact Telephone Number (TECHPHONE)
Technical Contact E-Mail (TECHEMAIL)

4. Domain Name Registrant Data
If VNDS requires registrars to provide it with registrant domain name registration data, VNDS shall escrow such registrant domain name registration data that is collected from registrars.
5. DNSSEC-Related Data
If VNDS requires registrars to provide it with DNSSEC related material necessary to sign the .com zone (e.g., public and private portions of the .com zone) key-signing keys and zone-signing keys, VNDS shall escrow such DNSSEC-related material.
6. Registry Services Data
VNDS shall escrow data collected from registrars as part of offering Registry Services introduced after the Effective Date of its Registry Agreement with ICANN, if any.

Table 2: Daily Additional Deposit Format

Registrar Daily Additional Deposits

1. Registrar Transaction Report

Title: Registrar Transaction Report

Report name: rgr_transaction

Description: This report contains transactions associated with a specific registrar.

Domain operations produce one row for each associated nameserver.

Nameserver operations produce one row for each associated ipaddress. A

transactionid is included to allow unique identification of transactions. The

content of columns 3 and 4 is dependent on the operation in the following ways:

operation C (ADD_DOMAIN, MOD_DOMAIN, DEL_DOMAIN) =>

[domainname][servername]

operation C (ADD_NAMESERVER, MOD_NAMESERVER, DEL_

NAMESERVER) => [ipaddress][servername]

operation C (TRANSFER_DOMAIN) => [domainname][null]

Only the seven (7) operation types above are included in the report.

Fields:

transactionid

operationname

domainname | ipaddress

servername | null

transactiondate

1. ADDITIONAL TERMS AND CONDITIONS

Registry Operator shall periodically deposit into escrow all Data on a schedule (not more frequently than weekly for a complete set of Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of Consensus Policies as set forth in Section 3.1(b) of the Registry Agreement between VNDS and ICANN. The escrow shall be held under an agreement, substantially in the form of Appendix 2, among ICANN, Registry Operator, and the Escrow Agent.

2. PERIOD OF PERFORMANCE

Period of Performance shall be as defined by section 7(a) of this Escrow Agreement.

3. FEE SCHEDULE

Fees to be paid by VNDS shall be as follows:

Initialization fee (one time only) \$ _____

*Annual maintenance/storage fee \$ _____

*includes two cubic feet of storage space

Additional Services Available:

Electronic Updates

Transmitted once daily \$ _____

Price quoted is limited to 650 MB per update.

Electronic Updates over 650 MB \$ _____

Fee incurred for updates over 650 MB will be billed on a monthly basis.

Additional Services

Verification / File Listing Services \$ _____

(This includes up to one hour of service for each deposit)

Additional Storage Space \$ _____

Payable by Licensee or Producer Only Upon Release Request:

Due Only Upon Licensee's or Producer's

Request for Release of Deposit Materials \$ _____

Fees due in full, in US dollars, upon receipt of signed contract or deposit material, whichever comes first. Thereafter, fees shall be subject to their current pricing, provided that such prices shall not increase by more than 10% per year. The renewal date for this Agreement will occur on the anniversary of the first invoice. If other currency acceptance is necessary, please contact your Account Manager to make arrangements.

EXHIBIT B

The goal of the Escrow Process is to periodically encapsulate all Registrar-specific information into a single Escrow File and to make this file available to a third party for escrow storage. Existing Daily and Weekly reports as well as a Registrars Report (note a) will be used to construct the Escrow File because these reports, when taken together, describe completely the entire set of domains, nameservers, and Registrars.

The Escrow Process employs a method of encapsulation whereby the Daily, Weekly, and Registrar reports are concatenated, compressed, signed, and digested into a single file. The format of this encapsulation enables the single file to be verified for Completeness (note b), Correctness (note c), and Integrity (note d) by a third party. The Escrow Process includes data format specification for each report file using regular expression algebra. This format specification is stored with the report file itself and is used for format verification later. The report file along with data format specification is then digitally signed for authentication, non-repudiation and message integrity verification.

Verification Process

The goal of the Verification Process is to verify Completeness (note b), Correctness (note c), and Integrity (note d) of an Escrow File. The Verification Process uses layers of meta-data encapsulated in the Escrow File to construct a Verification Report (note f). The verification report produced by the verification process indicates whether the data file meets the authentication requirements. The report has 2 sections actions and results. Actions section describes each of the actions taken against the data file and whether those actions met success or failure. Results section describes the results of the Verification Process. If there was a failure in the Actions section then the Results section will describe details of the failure and indicate that the Data File is corrupt and cannot be verified. If no errors are present the Results section will indicate that the file is valid.

Notes

a. Registrars Report

The existing Daily and Weekly reports associate Data and transactions to specific Registrars by naming each report with a specific Registrar Id. The Registrar report provides a mapping between these Registrar Ids and other associated Registrar information such as name, credit, billing address, contact info, and location.

b. Completeness

A data file transfer is complete if all data files transferred from the source machine are present on the destination machine.

c. Correctness

A data file transfer is correct if each data file on the destination machine has the same information content as that on source machine.

d. Integrity

A data file transfer has integrity if no data file was altered by a third party while in transit.

e. Regular Expression Algebra

The regular expression algebra is a powerful data description language. The data structure description can be as specific or generic as necessary.

f. Verification Report

The verification report produced by the Verification Process indicates whether a Data File meets the authentication requirements. The report has 2 sections:

Actions

This section describes each of the actions taken against the Data File and whether those actions met "SUCCESS" or "FAILURE".

Results

This section describes the results of the Verification Process. If there was a "FAILURE" in the Actions section then the Results section will describe details of the failure and indicate that the Data File is corrupt and cannot be verified. If no errors are present the Results section will enumerate the Report Files contained within the Data File and indicate that the file is valid.

.COM Agreement Appendix 2

Escrow Agreement

This Escrow Agreement ("Agreement") is made as of this ____ day of _____, _____, by and between VeriSign, Inc. ("VNDS"), [Escrow Agent] ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN").

Preliminary Statement. VNDS intends to deliver the "Deposit Materials" and any "Additional Deposit" to Escrow Agent as defined and provided for herein. VNDS desires Escrow Agent to hold the Deposit Materials and, upon certain events described herein, deliver the Deposit Materials (or a copy thereof) to ICANN in accordance with the terms hereof.

Now, therefore, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Delivery by VNDS. VNDS shall be solely responsible for delivering to Escrow Agent the Deposit Materials, as defined and described in Exhibit A, the "Task Order and Statement of Work," attached as Appendix 1 to the .com Registry Agreement between VNDS and ICANN and incorporated herein by reference. VNDS may elect to deliver the Deposit Materials by the "Electronic Delivery Service," defined in Exhibit A to Appendix 1 or in a manner mutually agreed upon by Escrow Agent and VNDS. Upon receipt of the Deposit Materials via Electronic Delivery Service, Escrow Agent shall download the Deposit Materials onto CD-ROM, or other electronic storage media as mutually agreed upon by Escrow Agent and VNDS, and generate a file listing, which Escrow Agent shall, within ten (10) business days of the end of each calendar month, forward to VNDS, via email or United States mail. Within two (2) business days after receiving them, Escrow Agent shall verify that any Deposit Materials are in the proper format and appear to be complete by performing the verification procedures specified in Exhibit B of Appendix 1. Escrow Agent shall deliver, on the last business day of each month, a written certification to ICANN that it has performed those verification procedures on all Deposit Materials received during the last month and shall deliver to ICANN a copy of the verification reports generated by those procedures. If Escrow Agent discovers that any Deposit Materials fail the verification procedures, Escrow Agent shall notify ICANN and VNDS of such nonconformity within forty-eight (48) hours. Escrow Agent shall then hold the Deposit Materials in accordance with the terms and conditions hereof.

2. Duplication; Periodic Updates

(a) Escrow Agent may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement. Alternatively, Escrow

Agent, by notice to VNDS, may reasonably require VNDS to promptly duplicate the Deposit Materials and forward the same to Escrow Agent.

(b) VNDS shall deposit with Escrow Agent the "Additional Deposit," as defined and described in the attached Exhibit A of Appendix 1. Within two (2) business days after receiving them, Escrow Agent shall verify that any Additional Deposits are in the proper format and appear to be complete by performing the verification procedures specified in Exhibit B of Appendix 1. Escrow Agent shall deliver, on the last business day of each month, a written certification to ICANN that it has performed those verification procedures on all Additional Deposits received during the last month and shall deliver to ICANN a copy of the verification reports generated by those procedures. If Escrow Agent discovers that any Additional Deposits fail the verification procedures, Escrow Agent shall notify ICANN and VNDS of such nonconformity within forty-eight (48) hours.

3. Notification of Deposits. Simultaneous with the delivery to Escrow Agent of the Deposit Materials or any Additional Deposit, as the case may be, VNDS shall deliver to Escrow Agent a written statement, via email, specifically identifying all items deposited and stating that the Deposit Materials and/or any Additional Deposit have been inspected by VNDS and are complete and accurate. Escrow Agent shall, within ten (10) business days of receipt of any Deposit Materials or Additional Deposit, send notification to VNDS, via email, that it has received from VNDS such Deposit Materials and/or any such Additional Deposit. In addition, Escrow Agent shall also include a copy of the verification report as confirmation that it has run the verification process.

4. Delivery by Escrow Agent

4.1 Delivery by Escrow Agent to ICANN. Escrow Agent shall deliver the Deposit Materials and any Additional Deposits received since the last submission of Deposit Material ("Outstanding Additional Deposits"), or a complete copy thereof, to ICANN only in the event that:

(a) VNDS notifies Escrow Agent to effect such delivery to ICANN at a specific address, the notification being accompanied by a check payable to Escrow Agent in the amount of one hundred dollars (\$100.00); or

(b) Escrow Agent receives from ICANN:

(i) Written notification that the Registry Agreement between VNDS and ICANN dated _____, 2005 ("Registry Agreement") has been finally, validly and legally terminated under Section 6 of the Registry Agreement and no injunction or similar order has been obtained from an arbitrator or court prohibiting ICANN from securing the data in this escrow ("Registry Termination");

(ii) evidence satisfactory to Escrow Agent that ICANN has previously notified VNDS of such Registry Termination in writing;

- (iii) a written demand that the Deposit Materials and Outstanding Additional Deposits be released and delivered to ICANN;
 - (iv) a written undertaking from ICANN that the Deposit Materials and Outstanding Additional Deposits being supplied to ICANN will be used only as permitted under the terms of the Registry Agreement;
 - (v) specific instructions from ICANN for this delivery; and
 - (vi) a check from VNDS, or from ICANN (who will then be reimbursed by VNDS), payable to Escrow Agent in the amount of one hundred dollars (\$100.00); or
- (c) Release occurs according to Paragraph 8(b) below.

4.2 Delivery at VNDS's Request. If the provisions of 4.1(a) are satisfied, Escrow Agent shall, within five (5) business days after receipt of the notification and check specified in Paragraph 4.1(a), deliver the Deposit Materials and Outstanding Additional Deposits in accordance with the applicable instructions.

4.3 Delivery at ICANN's Request. If the provisions of Paragraphs 4.1(b) or 4.1(c) are satisfied, Escrow Agent within five (5) business days after receipt of all the documents specified in these paragraphs, shall deliver the following: (i) to VNDS, a photostatic copy of all such documents; (ii) to ICANN, as specifically instructed by ICANN, electronic copies of the Deposit Materials and electronic copies of the Outstanding Additional Deposits; provided, however, that if the delivery is commenced by reason of Paragraph 4.1 (c), VNDS may make the payment owing to Escrow Agent during the five (5) business day period referenced above, and Escrow Agent shall not thereafter deliver to ICANN the materials specified in subpart (ii), above. Following receipt of the notice to VNDS under subpart (i) of the preceding sentence, VNDS shall have thirty (30) days from the date on which VNDS receives such documents ("Objection Period") to notify Escrow Agent of its objection ("Objection Notice") to the release of the Deposit Materials to ICANN and request that the issue of entitlement to a copy of the Deposit Materials be submitted to arbitration in accordance with the following provisions:

(a) The sending of an Objection Notice shall not delay delivery of Deposit Materials and Outstanding Additional Deposits to ICANN.

(b) If VNDS shall send an Objection Notice to Escrow Agent during the Objection Period, the matter shall be submitted to and settled by arbitration by a panel of three (3) arbitrators chosen by the American Arbitration Association in accordance with the rules of the American Arbitration Association. The arbitrators shall apply the law of California exclusive of its conflicts of laws rules. At least one (1) arbitrator shall be reasonably familiar with the Internet industry. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction. All costs of the arbitration incurred by Escrow Agent, including reasonable attorneys' fees and costs, shall be paid by the party which does not

prevail in the arbitration; provided, however, if the arbitration is settled prior to a decision by the arbitrators, the parties involved in the arbitration shall each pay an equal percentage of all such costs.

(c) Notwithstanding Paragraph 4.3(b), the parties agree that any arbitration brought pursuant to Paragraph 4.3 shall not re-evaluate, reconsider, or otherwise subject to review any issues, causes of action, or other claims which were decided, in an arbitration or court decision involving the parties hereto concerning the Registry Agreement and/or the Cooperative Agreement, and that any decision regarding such issues or claims in an arbitration brought pursuant to Paragraph 4.3 would be invalid, unenforceable, and not binding. The propriety, validity, legality, or effectiveness of any terminations or actions under the Registry Agreement and/or Cooperative Agreement shall be determined solely through procedures and remedies provided for by those respective agreements, not through any arbitration brought pursuant to Paragraph 4.3. Any arbitration proceeding brought pursuant to Paragraph 4.3 shall be limited to a determination of whether Paragraphs 4.1(b) and (c) have been satisfied.

(d) VNDS may, at any time prior to the commencement of arbitration proceedings, notify Escrow Agent that VNDS has withdrawn the Objection Notice. Upon receipt of any such notice from VNDS, Escrow Agent shall promptly deliver Deposit Materials and Outstanding Additional Deposits to ICANN in accordance with the instructions provided by ICANN.

(e) If the release of materials to ICANN pursuant to Paragraph 4.3 is judged to be proper in any arbitration brought in accordance with Paragraph 4.3, Escrow Agent shall promptly deliver to ICANN, in accordance with the instructions specified in Paragraph 4.1(b)(v) above, any Deposit Materials and Outstanding Additional Deposits that have not previously been delivered. All parties agree that Escrow Agent shall not be required to deliver such Deposit Materials and Outstanding Additional Deposits until all such fees then due to Escrow Agent have been paid.

(f) If the release of the Deposit Materials and Outstanding Additional Deposits to ICANN pursuant to Paragraph 4.3 is judged to have been improper in any arbitration brought in accordance with Paragraph 4.3, ICANN shall promptly return or destroy, at VNDS's discretion, those Deposit Materials and Outstanding Additional Deposits that were received by ICANN pursuant to Paragraph 4.3.

4.4 Delivery by Escrow Agent to VNDS. Escrow Agent shall release and deliver the Deposit Materials and any Additional Deposit to VNDS upon termination of this Agreement in accordance with Paragraph 7(a) or 7(b) hereof.

5. Indemnity. VNDS and ICANN shall jointly and severally indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees and stockholders ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable

attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitee in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitee hereunder. Escrow Agent shall likewise indemnify VNDS, ICANN, and each of their directors, officers, agents, employees and stockholders ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence or misconduct of Escrow Agent, its employees, or contractors in satisfying Escrow Agent's obligations under this Agreement.

6. Disputes and Interpleader.

(a) Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action other than a matter submitted to arbitration after Escrow Agent's receipt of an Objection Notice under Paragraph 4 and the parties under this Agreement submit the matter to such arbitration as described in Paragraph 4 of this Agreement. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne 50% by each of VNDS and ICANN.

(b) Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

7. Term and Renewal.

(a) The initial term of this Agreement shall be two (2) years, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder unless, on or before ninety (90) days prior to the end of the Initial Term or an Additional Term, as the case may be, either (i) Escrow Agent or (ii) VNDS, with the concurrence of ICANN, notifies the other parties that it wishes to terminate the Agreement at the end of such term.

(b) In the event VNDS gives notice of its intent to terminate pursuant to Paragraph 7(a), and ICANN fails to concur according to Paragraph 7(a), ICANN shall be responsible for payment of all subsequent fees in accordance with Exhibit A of Appendix 1 and shall have the right to terminate this Agreement at the end of the Initial Term or any Additional Term upon giving the other parties ninety (90) days notice.

(c) In the event of termination of this Agreement in accordance with Paragraph 7(a) or 7(b) hereof, VNDS shall pay all fees due Escrow Agent and shall promptly notify ICANN that this Agreement has been terminated and that Escrow Agent

shall return to VNDS all copies of the Deposit Materials and any Additional Deposit then in its possession.

8. Fees. VNDS shall pay to Escrow Agent the applicable fees in accordance with Exhibit A of Appendix 1 as compensation for Escrow Agent's services under this Agreement. The first year's fees are due upon receipt of the signed contract or Deposit Materials, whichever comes first, and shall be paid in U.S. Dollars.

(a) Payment. Escrow Agent shall issue an invoice to VNDS following execution of this Agreement ("Initial Invoice"), on the commencement of any Additional Term hereunder, and in connection with the performance of any additional services hereunder. Payment is due upon receipt of an invoice. All fees and charges are exclusive of, and VNDS is responsible for the payment of, all sales, use and like taxes. Escrow Agent shall have no obligations under this Agreement until the Initial Invoice has been paid in full by VNDS.

(b) Nonpayment. In the event of non-payment of any fees or charges invoiced by Escrow Agent, Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to VNDS and, in such an event, VNDS shall have the right to pay the unpaid fee within ten (10) business days after receipt of notice from Escrow Agent. If VNDS fails to pay in full all fees due during such ten (10) day period, Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to ICANN and, in such event, ICANN shall have the right to pay the unpaid fee within ten (10) business days of receipt of such notice from Escrow Agent. Upon payment of the unpaid fee by either VNDS or ICANN, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Upon a failure to pay the unpaid fee under this Paragraph 8(b) by either VNDS or ICANN, or by VNDS under 4.3, the Escrow Agent shall proceed as set forth in Paragraph 4.3 as though ICANN had requested delivery of the Deposit Materials.

9. Ownership of Deposit Materials. The parties recognize and acknowledge that ownership of the Deposit Materials during the effective term of this Agreement shall remain with VNDS at all times.

10. Retention and Confidentiality.

(a) Retention. Escrow Agent shall hold and maintain the Deposit Materials in a secure, locked, and environmentally safe facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposit Materials. Each of ICANN and VNDS shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

(b) Confidentiality. Escrow Agent shall at all times protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit Materials (or any

copies of any Deposit Materials). Should Escrow Agent be put on notice that it is required to disclose any Deposit Materials by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 4 or 8(b) of this Agreement), Escrow Agent shall notify ICANN and VNDS within seven (7) days or as soon as practicable and reasonably cooperate with VNDS and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

11. Miscellaneous.

(a) Remedies. Except for misrepresentation, negligence or misconduct by Escrow Agent, its employees, or contractors, Escrow Agent shall not be liable to VNDS or to ICANN for any act, or failure to act, by Escrow Agent in connection with this Agreement. Any liability of Escrow Agent regardless of the cause shall be limited to the fees exchanged under this Agreement. Escrow Agent will not be liable for special, indirect, incidental or consequential damages hereunder.

(b) Permitted Reliance and Abstention. Escrow Agent may rely and shall be fully protected in acting or refraining from acting upon any notice or other document believed by Escrow Agent in good faith to be genuine and to have been signed or presented by the proper person or entity. Escrow Agent shall have no duties or responsibilities except those expressly set forth herein.

(c) Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of either VNDS or ICANN.

(d) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by each of the parties hereto.

(e) Assignment. Neither VNDS nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of VNDS or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of both VNDS and ICANN.

(f) Entire Agreement. This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between Escrow Agent and the other parties with respect to the matters contained herein, and constitutes the entire agreement between Escrow Agent and the other parties with respect to the matters contemplated herein. All exhibits attached to Appendix 1, specifically, Exhibit A (consisting of Task Order and Statement of Work, File Size Estimates, Table 1, Table 2, and Additional Terms and Conditions), Exhibit B, are by this reference made a part of this Agreement and are incorporated herein.

(g) Counterparts; Governing Law. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to its conflicts of law principles. Except as specifically provided for herein, all of the parties additionally consent to the personal jurisdiction of California, acknowledge that venue is proper in any state and Federal court in California, agree to any action related to this Agreement properly brought in one of these courts, and waive any objection it has or may have in the future with respect to any of the foregoing.

(h) Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by commercial overnight delivery service which provides for evidence of receipt, or mailed by certified mail, return receipt requested, postage prepaid. If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

(i) Survival. Paragraphs 5, 6, 8, 9, 10 and 11 shall survive any termination of this Agreement.

(j) No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party will preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Escrow Agent

By:

Title: _____

Print Name: _____

Address: _____

Phone: _____
Fax: _____
E-mail: _____

VeriSign, Inc.

By: _____
Title: _____
Print Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

Internet Corporation for Assigned Names and Numbers

By: _____
Title: _____
Print Name: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

.COM Registry Agreement: Appendix 3 Zone File Access Agreement

1. PARTIES

The User named in this Agreement hereby contracts with VeriSign, Inc. ("VNDS") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by VNDS from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by VNDS, VNDS will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

2. USER INFORMATION

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

(f) Telephone Number: _____
(including area/country code)

(g) Fax Number: _____
(including area/country code)

(h) E-Mail Address: _____

(i) Specific Internet host machine which will be used to access VNDS's server to transfer copies of the Data:

Name: _____

IP Address: _____

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose, not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

3. TERM

This Agreement is effective for a period of three (3) months from the date of execution by VNDS (the "Initial Term"). Upon conclusion of the Initial Term, this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF .COM TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

4. GRANT OF ACCESS

VNDS grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by VNDS from time to time, and to transfer a copy of the Data to the Internet host machine identified in Section 2 of this Agreement no more than once per 24 hour period without the express prior written consent of VNDS using FTP or HTTP for the purposes described in this Section 4. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of VNDS or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. VNDS reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of VNDS, except that you may

redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

5. FEE

You agree to remit in advance to VNDS a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. VNDS reserves the right to adjust, with the approval of ICANN, this fee on thirty days' prior notice to reflect a change in the cost of providing access to the files.

6. PROPRIETARY RIGHTS

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

7. METHOD OF ACCESS

VNDS reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, VNDS may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

8. NO WARRANTIES

The Data is being provided "as-is." VNDS disclaims all warranties with respect to the Data, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. SEVERABILITY

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

10. NO CONSEQUENTIAL DAMAGES

In no event shall VNDS be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if VNDS has been advised of the possibility of such damages.

11. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Virginia, USA. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in the state or federal courts in Fairfax County and the Eastern District of the Commonwealth of in Virginia, USA. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and states courts located Virginia, USA (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. TERMINATION

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to VNDS at 21345 Ridgetop Circle, Dulles, VA 20169, Attention: Customer Service. VNDS has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by VNDS or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. DEFINITION

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

14. ENTIRE AGREEMENT

This is the entire agreement between you and VNDS concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

VeriSign, Inc.

User:

By:
(sign)

By:
(sign)

Name:
(print)

Name:
(print)

Title:

Title:

Date:

Date:

ASSIGNED USERID AND PASSWORD

(To be assigned by VNDS upon execution of this Agreement):

USERID:

PASSWORD:

.COM Agreement: Appendix 4

Registry Operator's Monthly Report

Registry Operator shall provide the following information in its monthly reports. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

1. Accredited Registrar Status. State the number of registrars in each of the following three categories: (1) operational, (2) ramp-up (registrars that have received a password for access to OT&E), and (3) pre-ramp-up (registrars that have requested access, but have not yet entered the ramp-up period).

2. Service Level Agreement Performance. Compare Service Level Agreement requirements with actual performance measures for the reporting month.

3. TLD Zone File Access Activity. State the total number of zone file access passwords at end of the reporting month.

4. Completed System Software Releases. Describe significant releases during the reporting month, including release name, features, and completion date.

5. Whois Service Activity. State the number of Whois queries during the reporting month.

6. Total Number of Transactions by Subcategory by Month. State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers, restores.

7. Daily Transaction Range. Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.

8. Per-Registrar Activity Report. This report shall be transmitted to ICANN electronically in comma or pipe separated-value format, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)

06	net-adds-2-yr	number of domains successfully registered with an initial term of two years
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-noddecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report

.COM Agreement Appendix 5 Whois Specifications

Public Whois Specification

Registry Operator's Whois service is the authoritative Whois service for all second-level Internet domain names registered in the .com top-level domain and for all hosts registered using these names. This service is available to anyone. It is available via port 43 access and via links at the Registry Operator's web site. It is updated daily.

To use Registry Whois via port 43 enter the applicable parameter on the command line as illustrated below:

- For a domain name: whois "domain verisign.com"
- For a registrar name: whois "registrar Go Daddy Software, Inc."
- For a nameserver: whois "DNS3.REGISTER.COM" or whois "nameserver 216.21.234.72"

By default, Whois performs a very broad search, looking in all record types for matches to your query in these fields: domain name, nameserver name, nameserver IP address, and registrar names. Use keywords to narrow the search (for example, 'domain root'). Specify only part of the search string to perform a "partial" search on domain. Every domain starting with the string will be found. A trailing dot (or dots) after your text or the partial keyword indicates a partial search. For example, entering 'mack.' will find "Mack", "Mackall", "Mackay", and so on.

To use Registry Whois using the web interface:

- Go to www.verisign-grs.com
- Click on the appropriate button ("domain," "registrar" or "nameserver")
- Enter the applicable parameter:
 - Domain name including the TLD (e.g., [verisign-grs.com](http://www.verisign-grs.com))
 - Full name of the registrar including punctuation, "Inc.", etc. (e.g., America Online, Inc.)
 - Full host name or the IP address (e.g., ns1.crsnic.net or 198.41.3.39)
- Click on the "submit" button.

For all registered second-level domain names in .com, information as illustrated in the following example is displayed, where the entry parameter is the domain name (including the TLD):

Domain Name: VERISIGN-GRS.COM
Registrar: NETWORK SOLUTIONS, LLC.

Whois Server: whois.networksolutions.com
Referral URL: http://www.networksolutions.com
Name Server: NS1.CRSNIC.NET
Name Server: NS2.NSIREGISTRY.NET
Name Server: NS3.VERISIGN-GRS.NET
Name Server: NS4.VERISIGN-GRS.NET
Status: REGISTRAR-LOCK
Updated Date: 20-oct-2004
Creation Date: 08-sep-2000
Expiration Date: 08-sep-2008

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

For all ICANN-accredited registrars who are authorized to register .com second-level domain names through Registry Operator, information as illustrated in the following example is displayed, where the entry parameter is the full name of the registrar (including punctuation, "Inc.", etc.):

Registrar Name: SAMPLE REGISTRAR, INC. DBA SAMPLE NAMES
Address: 1234 Any Way, Anytown, VA 20153, US
Phone Number: 703-555-5555
Email: registrar-agent@samplenames.net
Whois Server: whois.registrar.samplenames.com
Referral URL: www.registrar.samplenames.com
Admin Contact: Jane Doe
Phone Number: 703-555-5556
Email: janedoe@samplenames.com
Admin Contact: John Smith
Phone Number: 703-555-5557
Email: johnsmith@samplenames.com
Admin Contact: Domain Name Administrator
Phone Number: 703-555-5558
Email: dns-eng@samplenames.com
Billing Contact: Petranella Jones
Phone Number: 703-555-5559
Email: pjones@samplenames.com
Technical Contact: Harry Nerd
Phone Number: 703 555-6000
Email: harrynerd@samplenames.com
Technical Contact: Harry Nerd II
Phone Number: 703-555-6001
Email: harrynerd@samplenames.com

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

For all hosts registered using second-level domain names in .com, information as illustrated in the following example is displayed, where the entry parameter is either the full host name or the IP address:

Server Name: DNS.MOMINC.COM
IP Address: 209.143.112.34
Registrar: BULKREGISTER, LLC.
Whois Server: whois.bulkregister.com
Referral URL: <http://www.bulkregister.com>

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

Whois Provider Data Specification

Registry Operator shall provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Registry TLD on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

Content

The data shall be provided in three files:

A. *Domain file*. One file shall be provided reporting on the domains sponsored by all registrars. For each domain, the file shall give the domainname, servername for each nameserver, registrarid, and updateddate.

B. *Nameserver file*. One file shall be provided reporting on the nameservers sponsored by all registrars. For each registered nameserver, the file shall give the servername, each ipaddress, registrarid, and updateddate.

C. *Registrar file*. A single file shall be provided reporting on the registrars sponsoring registered domains and nameservers. For each registrar, the following data elements shall be given: registrarid, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updateddate and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts.

Format

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

Procedures for Providing Access

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, the files shall be provided by Registry Operator sending the files in encrypted form to the party designated by ICANN by Internet File Transfer Protocol.

Whois Data Specification – ICANN

Registry Operator shall provide bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the .com TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services and the DNS.. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

Content

The data shall be provided in three files:

A. *Domain file*. One file shall be provided reporting on the domains sponsored by all registrars. For each domain, the file shall give the domainname, servername for each nameserver, registrarid, and updateddate.

B. *Nameserver file*. One file shall be provided reporting on the nameservers sponsored by all registrars. For each registered nameserver, the file shall give the servername, each ipaddress, registrarid, and updateddate.

C. *Registrar file*. A single file shall be provided reporting on the registrars sponsoring registered domains and nameservers. For each registrar, the following data elements shall be given: registrarid, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updateddate and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts.

Format

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

Procedures for Providing Access

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, an up-to-date version (encrypted using a public key supplied by ICANN) of the files shall be placed at least once per day on a designated server and available for downloading by ICANN by Internet File Transfer Protocol.

.COM Agreement Appendix 6 Schedule of Reserved Names

Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry Operator shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

A. Labels Reserved at All Levels. The following names shall be reserved at the second level and at all other levels within the TLD at which Registry Operator makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

- All single-character labels.
- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO

3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD. They may be used by Registry Operator, but upon conclusion of Registry Operator's designation as operator of the registry for the Registry TLD they shall be transferred as specified by ICANN:

- nic
- whois
- www

.COM Agreement Appendix 7 Functional and Performance Specifications

These functional specifications for the Registry TLD consist of the following parts:

1. Verisign Registry Operator Registrar Protocol;
2. Supported initial and renewal registration periods;
3. Grace period policy;
4. Nameserver functional specifications;
5. Patch, update, and upgrade policy; and
6. Migration to Extensible Provisioning Protocol Plan.
7. Performance Specifications

1. Registry Operator Registrar Protocol

1.1 Extensible Provisioning Protocol

Registry Operator intends to implement the Extensible Provisioning Protocol (“EPP”) in conformance with the Proposed Standard and Informational RFCs 3730, 3731, 3732, 3733, 3734, 3735, and 3915 published by the Internet Engineering Task Force (“IETF”) and/or any successor standards, versions, modifications or additions thereto as Registry Operator deems reasonably necessary. Subject to the Migration to Extensible Provisioning Protocol Plan described in Section 6 below, Registry Operator will support EPP in conformance with the aforementioned standards. Implementation of EPP is subject to Registry Operator reasonably determining that (i) the standard can be implemented in a way that minimizes disruption to customers; and (ii) the standard provides a solution for which the potential advantages are reasonably justifiable when weighed against the costs that Registry Operator and its registrar customers would incur in implementing the new standard.

1.2 Registry Registrar Protocol

Subject to the Migration to Extensible Provisioning Protocol Plan described in Section 6 below, Registry Operator will support Registry Registrar Protocol (“RRP”) Version 2.1.2 in accordance with the patch, update, and upgrade policy below, or any successor standards, versions, upgrades, modifications or additions thereto as it deems reasonably necessary. Registry Operator will provide the current version of the protocol for download on its website by registrars.

2. Supported initial and renewal registration periods

- a. Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years.
- b. Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not to exceed a total of ten years.
- c. Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the [ICANN Policy on Transfer of Registrations between Registrars](#), the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of sponsorship change shall not exceed ten years.
- d. The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the [ICANN Policy on Transfer of Registrations between Registrars](#) shall not result in the extension of the term of the registrations and Registry Operator may assist in such change of sponsorship.

3. Grace period policy

This section describes Registry Operator's practices for operational "Grace" and "Pending" periods, including relationships among sequential operations that occur within given time frames. A *Grace Period* refers to a specified number of calendar days following a Registry operation in which a domain action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new domain,
- Extension of an existing domain,
- Auto-Renew of an existing domain;
- Transfer of an existing domain; and
- Deletion of an existing domain.

Extension of a registration period is accomplished using the RRP or EPP RENEW command or by auto-renewal; registration is accomplished using the RRP ADD command or the EPP CREATE command; deletion/removal is accomplished using the RRP DEL command or the EPP DELETE command; transfer is accomplished using the RRP or EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the [ICANN Policy on Transfer of](#)

[Registrations between Registrars](#), using the procedures specified in that Part. Restore is accomplished using the RRP RESTORE command or EPP UPDATE command.

There are five grace periods provided by Registry Operator's Shared Registration System: *Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, Transfer Grace Period, and Redemption Grace Period.*

A *Pending Period* refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:

- Transfer of an existing domain,
- Deletion of an existing domain, and
- Restore of a domain name in Redemption Grace Period.

3.1 Grace Periods

3.1.1 Add Grace Period

The *Add Grace Period* is a specified number of calendar days following the initial registration of a domain. The current value of the *Add Grace Period* for all registrars is five calendar days. If a Delete, Extend (RRP or EPP Renew command), or Transfer operation occurs within the five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Add Grace Period*, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration; provided, however, that Registry Operator shall have the right to charge Registrars a fee as may be set forth in its Registry-Registrar Agreement for disproportionate deletes during the *Add Grace Period*. The domain is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 3.2 for a description of overlapping grace period exceptions.

Extend (RRP or EPP Renew command). If a domain is extended within the *Add Grace Period*, there is no credit for the add. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Extend operation.

Transfer (other than ICANN-approved bulk transfer). Transfers under Part A of the [ICANN Policy on Transfer of Registrations between Registrars](#) may not occur during the *Add Grace Period* or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the Registrar sponsoring the domain name registration and is enforced by the SRS.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Add Grace Period* according to the procedures in Part B of the

[ICANN Policy on Transfer of Registrations between Registrars](#). The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the initial add.

3.1.2 Renew/Extend Grace Period

The *Renew/Extend Grace Period* is a specified number of calendar days following the renewal/extension of a domain name registration period through an RRP Command Renew. The current value of the *Renew/Extend Grace Period* is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Renew/Extend Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

Extend (RRP Command "Renew"). A domain can be extended within the *Renew/Extend Grace Period* for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Renew/Extend Grace Period*, there is no credit. The expiration date of the domain registration is extended by one year and the years added as a result of the Extend remain on the domain name up to a total of 10 years.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Renew/Extend Grace Period* according to the procedures in Part B of the [ICANN Policy on Transfer of Registrations between Registrars](#). The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Renew/Extend operation.

3.1.3 Auto-Renew Grace Period

The *Auto-Renew Grace Period* is a specified number of calendar days following an auto-renewal. An auto-renewal occurs if a domain name registration is not renewed by the expiration date; in this circumstance the registration will be automatically renewed by the system the first day after the expiration date. The current value of the *Auto-Renew Grace Period* is 45 calendar days. If a Delete, Extend, or Transfer occurs within the *Auto-Renew Grace Period*, the following rules apply:

Delete. If a domain is deleted within the *Auto-Renew Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the Auto-Renew fee. The domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

Extend. A domain can be extended within the *Auto-Renew Grace Period* for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Auto-Renew Grace Period*, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the domain is extended by one year up to a total maximum of ten and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year registration term maximum limitation.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Auto-Renew Grace Period* according to the procedures in Part B of the [ICANN Policy on Transfer of Registrations between Registrars](#). The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Auto-Renew.

3.1.4 Transfer Grace Period

The *Transfer Grace Period* is a specified number of calendar days following the transfer of a domain according to Part A of the [ICANN Policy on Transfer of Registrations between Registrars](#). The current value of the *Transfer Grace Period* is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

Extend. If a domain registration is extended within the *Transfer Grace Period*, there is no credit for the transfer. The Registrar's account will be charged for the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Extend operation.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the *Transfer Grace Period*, there is no credit. The expiration date of the domain registration is extended by one year up to a maximum term of ten years. The [ICANN Policy on Transfer of Registrations between Registrars](#) does not allow transfers within the first 60 days after another transfer has occurred; it is registrars' responsibility to enforce this restriction.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the *Transfer Grace Period* according to the procedures in Part B of the [ICANN Policy on Transfer of Registrations between Registrars](#). The expiration dates of transferred registrations are not affected. The losing

Registrar's account is charged for the Transfer operation that occurred prior to the Bulk Transfer.

3.1.5 Bulk Transfer Grace Period

There is no grace period associated with Bulk Transfer operations. Upon completion of the Bulk Transfer, any associated fee is not refundable.

3.1.6 Redemption Grace Period

A domain name is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a domain that is not within the Add Grace Period. A name that is in REDEMPTIONPERIOD status will not be included in the zone file. A registrar can not modify or purge a domain in REDEMPTIONPERIOD status. The only action a registrar can take on a domain in REDEMPTIONPERIOD is to request that it be restored. Any other registrar requests to modify or otherwise update the domain will be rejected. Unless restored, the domain will be held in REDEMPTIONPERIOD status for a specified number of calendar days. The current length of this Redemption Period is 30 calendar days.

3.2 Overlapping Grace Periods

If an operation is performed that falls into more than one grace period, the actions appropriate for each grace period apply (with some exceptions as noted below).

- If a domain is deleted within the Add Grace Period and the Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done.
- If a domain is auto-renewed, then extended, and then deleted within the Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension.

3.2.1 Overlap Exception

- If a domain registration is extended within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.

Note: If several billable operations, including a transfer, are performed on a domain and the domain is deleted within the grace periods of each of those operations, only those operations that were performed after the latest transfer, including the latest transfer, are credited to the current Registrar.

3.3 Pending Periods

3.3.1 Transfer Pending Period

The *Transfer Pending Period* is a specified number of calendar days following a request from a registrar (registrar A) to transfer a domain in which the current registrar of the domain (registrar B) may explicitly approve or reject the transfer request. The current value of the *Transfer Pending Period* is five calendar days for all registrars. The transfer will be finalized upon receipt of explicit approval or rejection from the current registrar (registrar B). If the current registrar (registrar B) does not explicitly approve or reject the request initiated by registrar A, the registry will approve the request automatically after the end of the *Transfer Pending Period*. During the *Transfer Pending Period*:

- a. RRP or EPP TRANSFER request or RRP or EPP RENEW request is denied.
- b. SYNC is not allowed.
- c. RRP DEL or EPP DELETE request is denied.
- d. Bulk Transfer operations are allowed.
- e. RRP MOD or EPP UPDATE request is denied.

After a transfer of a domain, the RRP or EPP TRANSFER request may be denied for 60 days.

3.3.2 Pending Delete Period

A domain name is placed in PENDING DELETE status if it has not been restored during the Redemption Grace Period. A name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a domain in PENDING DELETE status will be rejected. A domain name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five calendar days.

4. Nameserver functional specifications

Nameserver operations for the Registry TLD shall comply with RFCs 1034, 1035, and 2182.

5. Patch, update, and upgrade policy

Registry Operator may issue periodic patches, updates or upgrades to the Software, RRP/EPP or APIs ("Licensed Product") licensed under the Registry-Registrar Agreement (the "Agreement") that will enhance functionality or otherwise improve the Shared Registration System under the Agreement. For the purposes of this Part 5 of Appendix 7, the following terms have the associated meanings set forth herein.

1. A "Patch" means minor modifications to the Licensed Product made by Registry Operator during the performance of error correction services. A Patch does not constitute a Version.

2. An "Update" means a new release of the Licensed Product which may contain error corrections, minor enhancements, and, in certain circumstances, major enhancements, and which is indicated by a change in the digit to right of the decimal point in the version number of the Licensed Product.

3. An "Upgrade" means a new release of the Licensed Product which involves the addition of substantial or substantially enhanced functionality and which is indicated by a change in the digit to the left of the decimal point in the version of the Licensed Product.

4. A "Version" means the Licensed Product identified by any single version number.

Each Update and Upgrade causes a change in version.

* Patches do not require corresponding changes to client applications developed, implemented, and maintained by each registrar.

* Updates may require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

* Upgrades require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

Registry Operator, in its sole discretion, will deploy Patches during scheduled and announced Shared Registration System maintenance periods.

For Updates and Upgrades, Registry Operator will give each registrar notice prior to deploying the Updates and Upgrades into the production environment. The notice shall be at least ninety (90) days. Such notice will include an initial notice before deploying the Update that requires changes to client applications or the Upgrade into the Operational Test and Evaluation ("OT&E") environment to which all registrars have access. Registry Operator will maintain the Update or Upgrade in the OT&E environment for at least thirty (30) days, to allow each registrar the opportunity to modify its client applications and complete testing, before implementing the new code in the production environment.

This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack where the Registry Operator's systems are rendered inaccessible by being subject to:

- i) excessive levels of data traffic
- ii) unauthorized traffic
- iii) data traffic not conforming to the protocols used by the Registry

6. Migration to Extensible Provisioning Protocol Plan

Support of RRP and EPP:

Subject to this Section 6, Registry Operator will support the RRP as a "thin" registry. Registry Operator will continue to support RRP until all impacted registrars have migrated to EPP, but in no event later than 18 months after the deployment date of EPP unless otherwise agreed upon in writing by Registry Operator.

Dual RRP and EPP Operations:

1. Registry Operator will provide an extended period for impacted registrars to transition from RRP to EPP on a timeframe acceptable to registrars, but in no event later than 18 months after the deployment date of EPP unless otherwise agreed upon in writing by Registry Operator.
2. Registry Operator's RRP implementation will be completely replaced by EPP on a date determined jointly by Registry Operator, ICANN, and the registrar community, which date shall not be later than 18 months after the deployment date of EPP unless otherwise agreed upon in writing by Registry Operator.
3. Registry Operator's EPP implementation will not support the use of authinfo codes to verify transfers until all registrars have migrated to EPP.

7. Performance Specifications

For purposes of this Section 7, "DNS Name Server" means the service complying with RFC 1034 made available on TCP/UDP port 53 on Registry Operator's selected servers; "Round-trip" means the amount of time that it takes for a remote nameserver to respond to queries; "Core Internet Service Failure" means extraordinary and identifiable events beyond the control of Registry Operator affecting the Internet services to be measured pursuant to this section, including but not limited, to congestion collapse, partitioning, power grid failures, and routing failures; DNS Name Server unavailability shall mean less than four (4) sites on the Registry Operator's constellation are returning answers to queries with less than 2% packet loss averaged over a Monthly Timeframe; and "Monthly Timeframe" means each single calendar month beginning and ending at 0000 Coordinated Universal Time (UTC). The requirements in this Section 7 set forth below are not matters subject to SLA Credits under the Service Level Agreement set forth on Appendix 10 or obligations upon which a breach by Registry Operator of the Registry Agreement may be asserted.

A. Cross-Network Name Server Performance Requirements. The committed performance specification for cross-network name server performance is a measured Round-trip of under 300 milliseconds and measured packet loss of under 10% over the course of a Monthly Timeframe. Cross-network name server performance measurements may be conducted by ICANN, pursuant to the terms of confidentiality agreements executed both by ICANN and its employee or consultant conducting the testing, in the following manner:

1. The measurements may be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .com DNS Name Servers and observing the responses from the .com DNS Name Servers. (These strings of requests and responses are referred to as a "**CNNP Test**".) The measuring locations will be four root name server locations on the US East Coast, US West Coast, Asia, and Europe.

2. Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting nameserver records for arbitrarily selected .com second-level domains, preselected to ensure that the names exist in the Registry TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received may be noted.

3. To meet the packet loss and Round-trip requirements for a particular CNNP Test, all three of the following must be true:

(a) The Round-trip and packet loss from each measurement location to at least one .com name server must not exceed the required values;

(b) The packet loss to each of the .com name servers from at least one of the measurement locations must not exceed the required value; and

(c) Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

4. To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of the day, as well as on different days of the week). Registry Operator may only be deemed to have persistently failed to meet the cross-network name server performance requirement only if the .com DNS Name Servers fail the CNNP Tests (see Section 7.3 above) with no less than three consecutive failed CNNP Tests.

5. In the event of persistent failure (defined as failure of three consecutive tests) of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

6. Sixty days prior to the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools, root name server locations and procedures to be used by ICANN. In the event that Registry Operator does not approve of such tools and procedures, ICANN will work directly with Registry Operator to make necessary modifications.

7. ICANN will provide written notification to Registry Operator of the results of any testing within 5 days of completion of testing, including the method used for testing, administrator used to conduct the test and the location of testing. Within 30 days of receipt of notice the testing results, Registry Operator may request that the test be re-administered in the presence of a Registry Operator employee.

This second test must be administered within 30 days of Registry Operator's request.

B. Service Availability—DNS Name Server = 100% per Monthly Timeframe. Service Availability as it applies to the DNS Name Server refers to the ability of the DNS Name Server to resolve a DNS query from an Internet user. DNS Name Server unavailability will be logged with the Registry Operator as Unplanned Outage Minutes. Registry Operator will log DNS Name Server unavailability when such unavailability is detected by VeriSign monitoring tools. Any DNS Name Server unavailability occurring during an identified Core Internet Service Failure shall not be considered.

Monthly Metric	Requirement
Total outage	8 hours
Unplanned outage	4 hours
Major upgrade outage	12 hours (two allowed per year)
Check domain average	3 seconds
Add domain average	5 seconds

.COM Agreement Appendix 8 Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is dated as of _____, ____ ("Effective Date") by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, , Virginia 20166 ("VNDS"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). VNDS and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars provide Internet domain name registration services within the .COM top-level domain wherein VNDS operates and maintains certain TLD servers and zone files;

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .COM TLD.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, VNDS and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. "DNS" refers to the Internet domain name system.

1.2. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

1.3. "IP" means Internet Protocol.

1.4. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which VNDS or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.5. "Registry TLD" means the .COM TLD.

1.6. The "System" refers to the multiple registrar system operated by VNDS for registration of Registered Names in the Registry TLD.

1.7. A "TLD" is a top-level domain of the DNS.

1.8. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.

1.9. "EPP" means the Extensible Provisioning Protocol.

1.10. "RRP" means the Registry Registrar Protocol.

1.11. "Supported Protocol" means VNDS's implementation of RRP, EPP, or any successor protocols supported by the System.

2. OBLIGATIONS OF THE PARTIES

2.1. System Operation and Access. Throughout the Term of this Agreement, VNDS shall operate the System and provide Registrar with access to the System to transmit domain name registration information for the Registry TLD to the System.

2.2. Distribution of RRP, EPP, APIs and Software. No later than three business days after the Effective Date of this Agreement, VNDS shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) "C" and/or "Java" application program interfaces ("APIs") to the Supported Protocol with documentation, and (iii) reference client software ("Software") that will allow Registrar to develop its system to register second-level domain names through the System for the Registry TLD. If VNDS elects to modify or upgrade the APIs and/or Supported Protocol, VNDS shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available.

2.3. Registrar Responsibility for Customer Support. Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "Registered Name Holder") orders.

2.4. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the System that are made available to Registrar from time to time.

2.5. License. Registrar grants VNDS as Registry a non-exclusive nontransferable worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by VNDS's Registry

Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time.

2.6. Registrar's Registration Agreement and Domain Name Dispute Policy.

Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as Exhibit A (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend its form(s) of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is made available to VNDS in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to VNDS under this Agreement. Registrar shall have developed and employ in its domain name registration business a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit B (which may be amended from time to time by Registrar, provided a copy is made available to VNDS in advance of any such amendment).

2.7. Secure Connection. Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP or EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP or EPP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

2.7.1 Authorization Codes. At such time as Registrar employs EPP, Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. VNDS in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by VNDS. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within ten (10) calendar days.

2.8. Domain Name Lookup Capability. Registrar agrees to employ in its domain name registration business VNDS's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

2.9. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

2.10. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the VNDS records shall control.

2.11. Compliance with Operational Requirements. Registrar agrees to comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, operational standards, policies, procedures, and practices for the Registry TLD established from time to time by VNDS in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of VNDS, and consistent with VNDS's Registry Agreement with ICANN, as applicable, upon VNDS's notification to Registrar of the establishment of those terms and conditions.

2.12. Resolution of Technical Problems. Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's violation of Operational Requirements, VNDS may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VNDS.

2.13. Prohibited Domain Name Registrations. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

2.14. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require each Registered Name holder to indemnify, defend and hold harmless VNDS, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including

reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

3. LICENSE

3.1. License Grant. Subject to the terms and conditions of this Agreement, VNDS hereby grants Registrar and Registrar accepts a non-exclusive, nontransferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

3.2. Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of VNDS, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of VNDS or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

3.3. Changes to Licensed Materials. VNDS may from time to time replace or make modifications to the Licensed Product licensed hereunder. In the event of a change in the Supported Protocol from RRP to EPP, Registrar shall migrate to, or implement, such Supported Protocols within eighteen (18) months of notice of such modification. For all other changes, VNDS will provide Registrar with at

least ninety (90) days notice prior to the implementation of any material changes to the Supported Protocol, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1. Engineering Support. VNDS agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. EST or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

4.2. Customer Service Support. During the Term of this Agreement, VNDS will provide reasonable telephone and e-mail customer service support to Registrar, not Registered Name Holder or prospective customers of Registrar, for nontechnical issues solely relating to the System and its operation. VNDS will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. VNDS will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

5. FEES

5.1. Registration Fees.

(a) Registrar agrees to pay VNDS the non-refundable fees set forth in Exhibit D for initial and renewal registrations and other services provided by VNDS (collectively, the "Registration Fees").

(b) VNDS reserves the right to adjust the Registration Fees, provided that any price increase shall be made only upon six (6) months prior notice to Registrar, and provided that such adjustments are consistent with VNDS's Registry Agreement with ICANN.

(c) Registrars shall provide VNDS a payment security comprised of an irrevocable letter of credit, cash deposit account or other acceptable credit terms agreed by the Parties (the "Payment Security"). VNDS will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of VNDS's invoice and shall be secured by the Payment Security. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.

5.2. Change in Registrar Sponsoring Domain Name. Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy.

(a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay VNDS the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

(b) For a transfer approved by ICANN under Part B of the Transfer Policy, Registrar agrees to pay VNDS US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

Fees under this Section 5.2 shall be due immediately upon receipt of VNDS's invoice pursuant to the Payment Security.

5.3. Charges for ICANN Fees. Registrar agrees to pay to VNDS, within ten (10) days of VNDS's invoice, any variable registry-level fees paid by VNDS to ICANN, which fees shall be secured by the Payment Security. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.25.

(b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

5.4. Non-Payment of Fees. Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, VNDS may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 6.1(b) below; and (iv) pursue any other remedy under this Agreement.

6. MISCELLANEOUS

6.1. Term of Agreement and Termination.

(a) Term of the Agreement; Revisions. The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this

Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or VNDS ceases to operate the registry for the Registry TLD. In the event that revisions to VNDS's Registry-Registrar Agreement are approved or adopted by ICANN, Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to VNDS; provided, however, that in the event VNDS does not receive such executed amendment or notice of termination from Registrar within such thirty (30) day period of the date of the notice, Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

(b) Termination For Cause. In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the nonbreaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

(c) Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving VNDS thirty (30) days notice of termination.

(d) Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

(e) Termination in the Event that Successor Registry Operator is Named. This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

(f) Termination in the Event of Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

(g) Effect of Termination. Upon expiration or termination of this Agreement, VNDS will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to VNDS for Registration Fees are current and timely. Immediately upon any expiration or termination of this

Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with Part B of the Transfer Policy, or any other procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to VNDS or certify to VNDS the destruction of all data, software and documentation it has received under this Agreement.

(h) Survival. In the event of termination of this Agreement, the following shall survive: (i) Sections 2.5, 2.6, 2.14, 6.1(g), 6.2, 6.6, 6.7, 6.10, 6.12, 6.13, 6.14, and 6.16; (ii) the Registered Name Holder's obligations to indemnify, defend, and hold harmless VNDS, as stated in Section 2.14; and (iii) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

6.2. No Third Party Beneficiaries; Relationship of the Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

6.3. Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

6.4. Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

6.5. Amendment in Writing. Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services approved by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by VNDS through an appendix to this Agreement executed by Registrar and VNDS.

6.6. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement

of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

6.7. Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8. Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar:

with a copy to:

if to VNDS:
General Counsel

VeriSign, Inc.
487 E. Middlefield Road
Mountain View, California 94043
Telephone: 1/650/961/7500
Facsimile:1/650/426/5113; and

General Manager
VeriSign Naming and Directory Services
21345 Ridgetop Circle
Dulles, Virginia 20166
Telephone: 1/703/948/3200
Facsimile: 1/703/421/4873; and

Associate General Counsel
VeriSign, Inc.
21355 Ridgetop Circle
Dulles, VA 20166
Telephone: 1/703/948/3200
Facsimile: 1/703/450/7492

6.9. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of VNDS.

6.10. Use of Confidential Information. The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of VNDS.

6.11. Delays or Omissions; Waivers. No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.12. Limitation of Liability. IN NO EVENT WILL VNDS BE LIABLE TO

REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VNDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.13. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

6.14. Intellectual Property. Subject to Section 2.5 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

6.15. Representations and Warranties

(a) Registrar. Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the _____, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after November 4, 1999, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, and (6) Registrar's Surety Instrument provided hereunder is a valid and enforceable obligation of the surety named on such Surety Instrument.

(b) VNDS. VNDS represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by VNDS, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by VNDS in order for it to enter into and perform its obligations under this Agreement.

(c) Disclaimer of Warranties. The RRP, EPP, APIs and Software are provided "as-is" and without any warranty of any kind. VNDS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. VNDS DOES NOT WARRANT THAT THE

FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VNDS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.16. Indemnification. Registrar, at its own expense and within thirty (30) days of presentation of a demand by VNDS under this paragraph, will indemnify, defend and hold harmless VNDS and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against VNDS or any affiliate of VNDS based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) VNDS provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, VNDS will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses VNDS for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VNDS's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by VNDS in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17. Entire Agreement; Severability. This Agreement, which includes Exhibits A, B, C, D and E constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this

Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

6.18. Service Level Agreement. Appendix 10 of the Registry Agreement shall be incorporated into this Agreement and attached hereto as Exhibit E.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

VeriSign, Inc.

By: _____

Name: _____

Title: _____

[Registrar]

By: _____

Name: _____

Title: _____

Exhibit A
Registrar's Registration Agreement
[To be supplied from time to time by Registrar]

Exhibit B
Registrar's Dispute Policy
[To be supplied from time to time by Registrar]

Exhibit C

Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, , Virginia 20166 ("VNDS"), and

_____, a _____ corporation having its principal place of business in _____ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information

1.1. "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party under this Confidentiality Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the disclosing party will notify the receiving party in writing within 15 days of the disclosure.

2. Confidentiality Obligations

2.1. In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

(b) The receiving party shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the receiving party is a corporation, partnership, or similar entity, disclosure is permitted to the receiving party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the receiving party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the terms of this Confidentiality Agreement.

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

3. Restrictions On Use

3.1. The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes

whatsoever.

3.2. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other VNDS proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

3.3. The receiving party agrees not to prepare any derivative works based on the Confidential Information.

3.4. The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

4. Miscellaneous

4.1. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

4.2. The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon the Parties with respect to information that (a) is disclosed with the disclosing party's prior written approval; or (b) is or has entered the public domain through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by the disclosing party without restriction on disclosure.

4.3. This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full voluntary disclosure to the disclosing party of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

4.4. The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

4.5. The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

4.6. The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by VNDS and Registrar.

4.7. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN

AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

4.8. If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

4.9. This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

4.10. Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

4.11. Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

4.12. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of VNDS and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

("Registrar")

By: _____

Title: _____

Date: _____

VeriSign, Inc. ("VNDS")

By: _____

Title: _____

Date: _____

Exhibit D REGISTRATION FEES

1. Domain-Name Initial Registration Fee

Registrar agrees to pay US \$6.00 per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 5.1(b) above.

2. Domain-Name Renewal Fee

Registrar agrees to pay US \$6.00 per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 5.1(b) above.

3. Domain Name Transfer

Registrar agrees to pay US \$6.00 per domain name that is transferred to Registrar from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with Section 5.1(b) above.

4. Restore or Update

Registrar agrees to pay US \$40.00 per use of the RRP Restore or EPP Update command for a domain name, or such other amount as may be established in accordance with Section 5.1(b) above.

5. Sync

Registrar agrees to pay US \$2.00, plus \$1.00 per month of the sync, for each use of the Supported Protocol Sync command, or such other amount as may be established in accordance with Section 5.1(b) above.

Exhibit E
Service Level Agreement

.COM Agreement: Appendix 9 Approved Services

The Registry Agreement specifies a "Process for Consideration of Proposed Registry Services." The following services are specifically identified as having been approved by ICANN prior to the effective date of the Registry Agreement. As such, notwithstanding any other provisions of the Registry Agreement, VeriSign shall be free to deploy the following services:

- ConsoliDate, in accordance with VeriSign's Registrar Reference Manual (v2.2) Section 2.14 to 2.14.3;
- Internationalized Domain Names, in accordance with the [Letter from Rusty Lewis to Paul Twomey](#) dated 13 October 2003;
- Restore, which allows use of the RRP Restore or EPP Update command to retrieve a previously deleted domain name registration during the Redemption Grace Period (approved by ICANN in accordance with VeriSign's Registrar Reference Manual (v2.2) Section 2.5.1.1-2.5.1.3);
- Wait Listing Service, in accordance with the [letter from John O. Jeffrey to Russell Lewis](#) dated 26 January 2004; and
- Transfer Dispute Resolution, in accordance with the Registrar Transfer Dispute Resolution Policy, dated 12 July 2004 (as may be amended or superseded by ICANN), and VeriSign's Supplemental Rules for Registrar Transfer Disputes.

.COM Agreement Appendix 10 Service Level Agreement (SLA)

VeriSign, Inc. ("VNDS") strives to provide a world-class level of service to its customers. This Service Level Agreement provides metrics and remedies to measure performance of the .com TLD registry operated by VNDS and to provide accredited and licensed Registrars with credits for certain substandard performance by VNDS.

A) DEFINITIONS:

1) Monthly Timeframe shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).

2) Planned Outage shall mean the periodic pre-announced occurrences when the SRS will be taken out of service for maintenance or care. Planned Outages will be scheduled only during the following window period of time each week, 0100 to 0900 GMT on Sunday (the "Planned Outage Period"). This Planned Outage Period may be changed from time to time by VNDS, in its sole discretion, upon prior notice to each Registrar. Planned Outages will not exceed 4 hours per calendar week beginning at 12:00 am GMT Monday nor total more than 8 hours/per month. Notwithstanding the foregoing, each year VNDS may incur 2 additional Planned Outages of up to 12 hrs in duration during the Planned Outage Period for major systems or software upgrades ("Extended Planned Outages"). These Extended Planned Outages represent total allowed Planned Outages for the month.

3) Shared Registration System ("SRS") Availability shall mean when the SRS is operational. By definition, this does not include Planned Outages or Extended Planned Outages.

4) SRS Unavailability shall mean when, as a result of a failure of systems within VNDS' control, the Registrar is unable to either:

a) establish a session with the SRS gateway which shall be defined as:

1) successfully complete a TCP session start,

2) successfully complete the SSL authentication handshake, and

3) successfully complete the registry registrar protocol ("RRP") or extensible provisioning protocol ("EPP") session command.

b) execute a 3 second average round trip for 95% of the RRP or EPP check domain commands and/or less than 5 second average round trip for 95% of the RRP add or EPP create domain commands, from the SRS Gateway, through the

SRS system, back to the SRS Gateway as measured during each Monthly Timeframe.

5) Unplanned Outage Time shall mean all of the following:

a) the amount of time recorded between a trouble ticket first being opened by VNDS in response to a Registrar's claim of SRS Unavailability for that Registrar through the time when the Registrar and VNDS agree the SRS Unavailability has been resolved with a final fix or a temporary work around, and the trouble ticket has been closed. This will be considered SRS Unavailability only for those individual Registrars impacted by the outage.

b) the amount of time recorded between a trouble ticket first being opened by VNDS in the event of SRS Unavailability that affects all Registrars through the time when VNDS resolves the problem with a final fix or a temporary work around, and the trouble ticket has been closed.

c) the amount of time that Planned Outage time exceeds the limits established in A.2 above.

d) the amount of time that Planned Outage time occurs outside the window of time established in A.2 above.

6) Monthly Unplanned Outage Time shall be the sum of minutes of all Unplanned Outage Time during the Monthly Timeframe. Each minute of Unplanned Outage Time subtracts from the available Monthly Planned Outage Time up to 4 hours.

7) WHOIS Service shall mean the Whois server running on port 43 of whois.crsnic.net and whois.verisign-grs.net.

8) Global Top Level Domain ("GTLD") Name Server shall mean any GTLD Name Server under SLD GTLD-SERVERS.NET (e.g. A.GTLD-SERVERS.NET).

B) RESPONSIBILITIES OF THE PARTIES

1) Registrar must report each occurrence of alleged SRS Unavailability to VNDS customer service help desk in the manner required by VNDS (i.e., e-mail, fax, telephone) in order for an occurrence to be treated as SRS Unavailability for purposes of the SLA.

2) In the event that all Registrars are affected by SRS Unavailability, VNDS is responsible for opening a blanket trouble ticket and immediately notifying all Registrars of the trouble ticket number and details.

3) Both Registrar and VNDS agree to use reasonable commercial good faith efforts to establish the cause of any alleged SRS Unavailability. If it is mutually determined to be a VNDS problem, the issue will become part of the Unplanned Outage Time.

4) VNDS will perform monitoring from at least two external locations as a means to verify that a) sessions can effectively be established and b) all RRP or EPP commands can be successfully completed.

5) Registrar must inform VNDS any time its estimated volume of transactions (excluding check domain commands), will exceed Registrar's previous month's volume by more than 25%. In the event that Registrar fails to inform VNDS of a forecasted increase of volume of transactions of 25% or more and the Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions added by VNDS for all Registrars for that month exceed VNDS' actual volume of the previous month's transactions by more than 20%, then Registrar will not be eligible for any SLA credits (as defined in section C) in that Monthly Timeframe. The Registrar shall provide such forecast at least 30 days prior to the first day of the next month. In addition, VNDS agrees to provide monthly transaction summary reports.

6) VNDS will notify Registrar of Planned Outages outside the Planned Outage Period at least 7 days in advance of such Planned Outage. In addition, VNDS will use reasonable commercial good faith efforts to maintain an accurate 30-day advance schedule of possible upcoming Planned Outages.

7) VNDS will update the WHOIS Service once per day beginning at 1200 GMT. VNDS will notify Registrars in advance when changes to the WHOIS Service update schedule occur.

8) VNDS will allow external monitoring of the SRS via an acceptable means to both parties.

9) VNDS will initiate the zone file transfer process at least twice daily at scheduled intervals. VNDS will notify Registrar in advance when changes to the schedule occur. VNDS will notify Registrars regarding any scheduled maintenance and unavailability of the GTLD ROOT-SERVERS.

10) VNDS will use commercial reasonable efforts to restore the critical systems of the SRS within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered SRS Unavailability.

11) VNDS will publish weekly system performance and availability reports. These reports will include average round trip for the RRP or EPP Check and Add

Domain commands for all Registrars as well as a summary of SRS Availability for the previous week

12) VNDS will provide a 99.4% SRS Availability during each Monthly Timeframe.

C) CREDITS:

1) If SRS Availability is less than 99.4% in any Monthly Timeframe, VNDS will provide a credit to affected Registrar(s) who have complied with Sections B.1 and B.5 above as follows:

(i) In the case of SRS Unavailability as described in A.4.b, a credit will be given for the combined % total RRP or EPP add and check commands that fall below the 95% performance threshold established in A.4.b. For each affected Registrar, this will be calculated by multiplying the % below 95% by Registrar's monthly Add Domain volume x the average initial registration price charged to that Registrar during the month. The maximum credit to each Registrar shall not exceed 5% of the Registrar's total monthly Add Domain volume x that average registration price.

(ii) In the case of SRS Unavailability as described in A.4.a, and following the Monthly Timeframe when the Unplanned Outage began, VNDS will provide a credit to Registrar by multiplying Registrar's monthly Add Domain volume x the average initial registration price charged to that Registrar during the month and multiplying that product by the percentage of time that the Monthly Unplanned Outage Time exceeded 0.6% of the minutes in the Monthly Timeframe. The maximum credit to each Registrar under this subparagraph shall not exceed 10% of the Registrar's total monthly Add Domain volume x that average registration price.

Under no circumstances shall credits be applied when the availability problems are caused by network providers and/or the systems of individual Registrars.

D) MISCELLANEOUS:

1) As an addendum to the Registry-Registrar Agreement (RRA), no provision in this addendum is intended to replace any term or condition in the RRA.

2) Dispute Resolution will be handled per RRA Section 6.7.

3) Any interruption of SRS service that occurs, as a direct result of RRA Sections 2.12,, 5.4, or 6.3 or any other applicable RRA contract term, will not be determined SRS Unavailability per this SLA.

EXHIBIT J



.com Registry Agreement (1 March 2006, amended 22 September 2010)

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and VeriSign, Inc. a Delaware corporation.

WHEREAS, the parties wish to work together cooperatively to promote and facilitate the security and stability of the Internet and the DNS, and to that end, hereby agree as follows:

ARTICLE I Introduction

Section 1.1 Effective Date. The effective date ("Effective Date") for purposes of this Agreement shall be March 1, 2006.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .com ("TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to recognize VeriSign, Inc. as the sole registry operator for the TLD ("Registry Operator").

ARTICLE II Representations and Warranties

Section 2.1 Registry Operator's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a corporation, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

(b) Statements made During Negotiation Process. The factual statements made in writing by Registry Operator in negotiating this Agreement were true and correct in all material respects at the time made. A violation or breach of any such representation or warranty shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.

Section 2.2 ICANN's Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance

by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE III Covenants

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies") Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at http://www.icann.org/general/consensus_policies.htm, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)

(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies "

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3 1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation

(A) principles for allocation of registered names in the TLD (e.g., first come, first served, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up to date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names

(v) In addition to the other limitations on Consensus Policies, they shall not

(A) prescribe or limit the price of Registry Services;

- (B) modify the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability (set forth below) and the standards applied by ICANN;
- (C) for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;
- (D) modify the terms or conditions for the renewal or termination of this Agreement;
- (E) modify ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c);
- (F) modify the limitations on Consensus Policies or Temporary Specifications or Policies;
- (G) modify the definition of Registry Services;
- (H) modify the terms of Sections 7.2 and 7.3, below; and
- (I) alter services that have been implemented pursuant to Section 3.1(d) of this Agreement (unless justified by compelling and just cause based on Security and Stability)

(vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data

(i) **Data Escrow.** Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC delegation signer ("DS") data (if Registry Operator implements DNSSEC); (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL,

updated date and the name, telephone number, and e mail address of all the registrar's administrative, billing, and technical contacts; and, (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; The escrow agent or mirror site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

(ii) **Personal Data** Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person

(iii) **Bulk Zone File Access.** Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

(iv) **Monthly Reporting** Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4

ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(v) **Whois Service** Registry Operator shall provide such whois data as set forth in Appendix 5.

(d) Registry Operations

(i) **Registration Restrictions.** Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) **Functional and Performance Specifications** Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) **Registry Services.** Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .com registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above. Only Registry Services defined in (a) and (b) above are subject to the maximum price provisions of Section 7.3, below.

(iv) **Process for Consideration of Proposed Registry Services** Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

- (A) ICANN shall have 15 calendar days to make a “preliminary determination” whether a Registry Service requires further consideration by ICANN because it reasonably determines such Registry Service: (i) could raise significant Security or Stability issues or (ii) could raise significant competition issues.
- (B) Registry Operator must provide sufficient information at the time of notification to ICANN that it may implement such a proposed Registry Service to enable ICANN to make an informed “preliminary determination.” Information provided by Registry Operator and marked “CONFIDENTIAL” shall be treated as confidential by ICANN. Registry Operator will not designate “CONFIDENTIAL” information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS
- (C) ICANN may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security or Stability implications of the Registry Service in order to make its “preliminary determination.” To the extent ICANN determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey.
- (D) If ICANN determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service, does not raise significant Security or Stability (as defined below), or competition issues, Registry Operator shall be free to deploy it upon such a determination
- (E) In the event ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the Registry Service might raise significant competition issues, ICANN shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator Any such referral communication shall be posted on ICANN's website on the date of transmittal Following such referral, ICANN shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN, with respect to any competition issues relating to the Registry Service If such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.
- (F) In the event that ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service might raise significant Stability or Security issues (as defined below), ICANN will

refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service's effect on Security or Stability (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN staff. Upon ICANN's referral to the Standing Panel, Registry Operator may submit additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service's effects on Security or Stability, including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security or Stability as defined below:

Security. For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability. For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards Track or Best Current Practice RFCs sponsored by the IETF or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN Board will have 30 calendar days to reach a decision. In the event the ICANN Board reasonably determines that the proposed Registry

Service creates a reasonable risk of a meaningful adverse effect on Stability or Security, Registry Operator will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Standing Panel or otherwise submit to the ICANN Board additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(l) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security and Stability. For each matter referred to the Standing Panel, the Chair shall select no more than five members from the Standing Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and health of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts, and promoting the sale of domain names; provided, however, that such use does not disclose domain name registrant, end user information or other Personal Data as defined in Section 3.1(c)(ii) for any purpose not otherwise authorized by this agreement. The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to a re-introduction by Registry Operator of the SiteFinder service previously introduced by the Registry Operator on or about September 15, 2003, or the introduction of any substantially similar service employing a universal wildcard function intended to achieve the same or substantially similar effect as the SiteFinder service. To the extent that traffic data subject to this provision is made available, access shall be on terms that are non-discriminatory.

(g) Security and Stability Review. Twice annually Registry Operator shall engage in discussions with executive staff of ICANN and the Chairman of the Board of ICANN on trends impacting the Security and/or Stability of the Registry, the DNS or

the Internet pursuant to the terms of confidentiality agreements executed both by the executive staff of ICANN and the Chairman of the Board.

(h) Centralized Whois Registry Operator shall develop and deploy a centralized Whois for the .com TLD if mandated by ICANN insofar as reasonably feasible, particularly in view of Registry Operator's dependence on cooperation of third parties.

Section 3.2 Covenants of ICANN ICANN covenants and agrees with Registry Operator as follows:

(a) Open and Transparent Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD Zone Servers In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root Server System within seven calendar days of the submission.

(e) Root zone Information Publication ICANN's publication of root zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN.

Section 3.3 Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.

ARTICLE IV Term of Agreement

Section 4.1 Term The initial term of this Agreement shall expire on November 30, 2012. The "Expiration Date" shall be November 30, 2012, as extended by any renewal terms.

Section 4.2 Renewal This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred: (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be

prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 largest gTLDs (determined by the number of domain name registrations under management at the time of renewal), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the price of Registry Services; the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; the definition of Registry Services; or the terms of Section 7.3.

Section 4.3 Failure to Perform in Good Faith In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE V Dispute Resolution

Section 5.1 Resolution of Disputes

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if

the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5 1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.3 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI Termination Provisions

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if and only if (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3 1(a), (b), (d) or (e); Section 5.2 or Section 7.3 within thirty calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, Registry Operator has failed to comply with the decision of the arbitrator or court.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings.

Section 6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.4. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD.

necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.4 Rights in Data Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN

Section 6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator

ARTICLE VII Special Provisions

Section 7.1 Registry Registrar Agreement

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Registry Operator shall provide all ICANN accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following

- (i) All registrars (including any registrar affiliated with Registry Operator) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;
- (ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
- (iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;
- (iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;
- (v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;
- (vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN accredited registrar

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

Section 7.2 Fees to be Paid to ICANN

(a) Initial Fees. On the Effective Date, Registry Operator shall make a one-time lump sum payment of US\$625,000 to an account designated by ICANN. The uses of these initial fees shall include meeting the costs associated with establishing structures to implement the provisions of this Agreement

(b) Fixed Registry-Level Fee. Registry Operator shall pay ICANN to an account designated by ICANN, a Fixed Registry Level Fee as provided below. Payments shall be made as follows: Beginning 1 July 2006 through 31 December 2006, Registry Operator shall begin prepayment of the 2007 Fixed Registry Level Fee in equal monthly payments such that the total payments per quarter is US\$1,500,000. Beginning 1 January 2007, equal monthly payments for quarters ended 31 March 2007 and 30 June 2007 shall be paid such that the total payments per quarter, calculated net of the prepayments during the quarters ended 30 September 2006 and 31 December 2006, is US\$1,500,000. Beginning 1 July 2007, equal monthly payments for quarters ended 30 September 2007, 31 December 2007, 31 March 2008, and 30 June 2008, shall be paid such that the total payments per quarter is US\$2,000,000. Beginning 1 July 2008, equal monthly payments will increase such that the total payments per quarter will equal US\$3,000,000. Equal monthly payments shall continue such that the total payment per quarter will equal US\$3,000,000 except that after 1 July 2009: (i) if the total number of annual domain name registrations increases by a total of ten million over the total number of domain name registrations on the Effective Date of the Agreement, the equal monthly payments shall increase by an amount totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; (ii) if the total number of annual domain name registrations increases by a total of twenty million over the total number of domain name registrations at the time of the Effective Date of the Agreement, the equal monthly payments shall increase by an amount in addition to that set forth in 7.2(a)(i), totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; provided, however, if at any time after the Effective Date, the total number of annual domain name registrations falls below the total number of domain name registrations on the Effective Date of the Agreement, or, if applicable, the total number of annual domain name registrations in 7.2(a)(i) and 7.2(a)(ii) above, the equal monthly payments shall be reduced by US\$25,000 per month for every 1 million annual domain name registrations reduction

(c) Variable Registry Level Fee For fiscal quarters in which ICANN does not collect a variable accreditation fee from a registrar, upon receipt of written notice from ICANN, Registry Operator shall pay ICANN a Variable Registry Level Fee. The fee will be calculated by ICANN. The Registry Operator shall invoice and collect the fees from the registrars who are party to a Registry Registrar Agreement with Registry Operator and paid to ICANN by the Registry Operator by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(i) The transactional component of the Variable Registry Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.25.

(ii) The per registrar component of the Variable Registry Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

(d) Interest on Late Payments For any payments ten days or more overdue, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law

Section 7.3 Pricing for Domain Name Registrations and Registry Services.

(a) Scope The Registry Services to which the provisions of this Section 7.3 shall apply are:

(i) the Registry Services defined in Section 3.1(d)(iii)(a), above, and

(ii) other products or services that the Registry Operator is required to provide within the scope of Section 3.1(d)(iii)(b), above, because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above):

(1) to implement changes in the core functional or performance specifications for Registry Services (as defined in Section 3.1(d)(iii)(a)); or

(2) that are reasonably necessary to facilitate: (A) Security and/or Stability of the Internet or DNS; (B) Security and Stability of the registry database for the TLD; or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names).

Nothing contained herein shall be construed to apply the provisions of this Section 7.3 to the services enumerated in Appendix 9 of this Agreement

(b) No Tying Registry Operator shall not require, as a condition of the provision or use of Registry Services subject to this Section 7.3 in accordance with the requirements of this Agreement, including without limitation Section 7.1 and Appendix 10, that the purchaser of such services purchase any other product or service or refrain from purchasing any other product or service. Notwithstanding any other offering that may include all or any portion of the Registry Services at any price, Registry Operator shall offer to all ICANN accredited registrars the combination of all Registry Services subject to this Section 7.3 at a total price for those Registry Services that is no greater than the Maximum Price calculated pursuant to Section 7.3(d) and that otherwise complies with all the requirements of Section 7.3.

(c) Price for Registry Services The price for all Registry Services subject to this Paragraph 7.3 shall be the amount not to exceed the Maximum Price, that Registry Operator charges for each annual increment of a new and renewal domain name registration and for each transfer of a domain name registration from one ICANN-accredited registrar to another.

(d) Maximum Price. The Maximum Price for Registry Services subject to this Paragraph 7.3 shall be as follows:

(i) from the Effective Date through 31 December 2006, US\$6.00;

(ii) for each calendar year beginning with 1 January 2007, the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07; provided, however, that such increases shall only be permitted in four years of any six year term of the Agreement. In any year, however, where a price increase does not occur, Registry Operator shall be entitled to increase the Maximum Price by an amount sufficient to cover any additional incremental costs incurred during the term of the Agreement due to the imposition of any new Consensus Policy or documented extraordinary expense resulting from an attack or threat of attack on the Security or Stability of the DNS, not to exceed the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07.

(e) No price discrimination Registry Operator shall charge the same price for Registry Services subject to this Section 7.3, not to exceed the Maximum Price, to all ICANN accredited registrars (provided that volume discounts and marketing support and incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs is available to all ICANN accredited registrars).

(f) Adjustments to Pricing for Domain Name Registrations Registry Operator shall provide no less than six months prior notice in advance of any increase for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another and shall continue to offer for periods of up to ten years new and renewal domain name registrations fixed at the price in effect at the time such offer is accepted. Registry Operator is not required to give notice of the imposition of the Variable Registry Level Fee set forth in Section 7.2(c).

(g) Maximum Price does not include ICANN Variable Registry Level Fee The Maximum Price does not include, and shall not be calculated from a price that includes, all or any part of the ICANN Variable Registry Level Fee set forth in Section 7.2(c), above, or any other per-name fee for new and renewal domain name

registrations and for transferring a domain name registration from one ICANN accredited registrar to another.

ARTICLE VIII Miscellaneous

Section 8.1 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.2 Use of ICANN Name and Logo ICANN grants to Registry Operator a non exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated registry authority. This license may not be assigned or sublicensed by Registry Operator

Section 8.3 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U S Department of Commerce, as the same may be amended from time to time. Registry Operator must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof

Section 8.4 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.5 No Third Party Beneficiaries This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder

Section 8.6 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone 1 310 823 9358
Facsimile: 1-310-823-8649
Attention President and CEO
With a Required Copy to: General Counsel
Email (As specified from time to time)

If to Registry Operator, addressed to:

VeriSign, Inc
21355 Ridgetop Circle
Dulles, VA 20166
Telephone: 1-703-948-4463
Facsimile 1 703 450 7326
Attention: VP, Associate General Counsel, VNDS
With a Required Copy to General Counsel
Email: (As specified from time to time.)

Section 8.7 Language Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.8 Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Section 8.9 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By

Paul Twomey
President and CEO

Date: 1 March 2006

VeriSign, Inc.

By: _____

Stratton Sclavos
President and CEO, VeriSign, Inc.

Date 1 March 2006

Comment concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

Page updated 9 Mar 2006

(c) 2007 The Internet Corporation for Assigned Names and Numbers. All rights reserved.

EXHIBIT K

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

ACCOUNTING CODE

See Attached

AWARD NUMBER

NCR-92-18742

RECIPIENT NAME

VeriSign, Inc. VeriSign, Inc.

AMENDMENT NUMBER

32

STREET ADDRESS

21355 Ridgetop Circle 1666 K. Street, NW Suite 410

EFFECTIVE DATE

Dulles, Virginia 20166 Washington, DC 20006

EXTEND WORK COMPLETION TO

Dulles, Virginia 20166 Washington, DC 20006

November 30, 2018

CFDA NO. AND PROJECT TITLE:

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00

REASON(S) FOR AMENDMENT

This agreement is hereby amended to (1) approve the .com Registry Agreement (as revised); (2) cap the price of .com registrations at \$7.85 and allow VeriSign to take price increases only upon prior written approval of the Department; (3) permit Verisign to petition the Department for relief from price restrictions if it can demonstrate that it no longer has market power; (4) extend the expiration date until November 30, 2018; and (5) affirm that the Department's approval of the .com Registry Agreement does not confer antitrust immunity.

EXCEPT AS SPECIFIED IN THIS AMENDMENT, ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.


Special Award Conditions

Line Item Budget

Other:

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Jannet Cancino



DATE

11/29/2012

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

D. James Bidzos, President and Chief Executive Officer



DATE

11/29/2012

Award Number: NCR-92-18742

Award ACCS Information

Bureau Code	FCFY	Project-Task	Org Code	Obj Class	Obligation Amount

Award Contact Information

Contact Name	Contact Type	Email	Phone

NIST Grants Officer:

Jannet Cancino
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6544

NIST Grants Specialist:

Nuria Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6215

SPECIAL AWARD CONDITIONS
Cooperative Agreement No. NCR 92-18742

AMENDMENT NUMBER THIRTY-TWO (32)

Whereas the Department finds that approval of the renewal of the .com Registry Agreement attached hereto as Exhibit A, on the terms and conditions set forth below, is in the public interest; **Therefore**, Verisign and the Department agree as follows:

1. Pursuant to Section I.B.2.A. of Amendment 19, Verisign Relationship with ICANN, as amended by Section 2 of Amendment 30, the .com Registry Agreement attached hereto as Exhibit A is approved.

2. The Maximum Price charged by VeriSign for registration or renewal of a .com domain name during the term of the .com Registry Agreement approved hereby shall not exceed US \$7.85; provided, however, that VeriSign shall be entitled to increases in the Maximum Price in accordance with Section 7.3(d)(ii) of the .com Registry Agreement; provided further that VeriSign shall not exercise such right unless the Department provides prior written approval that the exercise of such right will serve the public interest, such approval not to be unreasonably withheld.

3. (a) At any time after the Effective Date of this Amendment 32, Verisign shall be entitled to seek removal of the pricing restrictions set forth in Section 7.3 of the .com Registry Agreement attached hereto if it demonstrates to the Department that market conditions no longer warrant such restrictions. Verisign shall be deemed to have made such a showing upon demonstrating that competition from other top level domains, use of alternative Internet navigation techniques (including search engines, browsers and URL shorteners, among others), reduced demand for domain names, or other factors are sufficient to constrain Verisign's pricing of Registry Services at the current Maximum Price.

(b) Upon an application by Verisign for removal of pricing restrictions pursuant to Section 3(a) of this Amendment 32, the Department shall consult with Verisign in any evaluation of its application. The Department shall issue a written decision explaining its reasons for granting or denying, in whole or in part, such application within 90 days after submission of the application, or within 90 days after receipt of any additional materials requested by the Department to evaluate the application, whichever date is later. If the Department determines that additional time is needed to complete its review, then the parties shall agree to an extension of time for six months or such other reasonable time as the Department and Verisign may mutually agree.

4. Section 1.B.10 of Amendment 19, Expiration Date, is amended as follows:

The Expiration Date of the Cooperative Agreement shall be November 30, 2018, except that the Department of Commerce may in its sole discretion extend the term of the Cooperative Agreement (1) for a period equal to the length of any term of renewal under Section 4.2 or any other extension or continuation of the Registry Agreement (whether or not the Registry Agreement remains in effect

through that term); (2) for a period equal to the length of the term of a substitute registry agreement; or (3) for one year to permit the Department to exercise its rights under section II.9 of this amendment, as amended, if the Department does not approve any renewal under Section 4.2, or any other extension or continuation of or substitution for, the Registry Agreement.

5. The Department's approval of the .com Registry Agreement is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement. Upon signature of both parties, Verisign will provide copies of the Registry Agreement to both the Grants Officer and the Federal Programs Officer.

6. Except as modified by this Amendment, the terms and conditions of this Cooperative Agreement, as previously amended, remain unchanged.

ATTACHMENT – Exhibit A

**.com Registry Agreement
(1 December 2012)**

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this “Agreement”) is entered into as of 1 December 2012 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”), and VeriSign, Inc. a Delaware corporation.

ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be December 1, 2012.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .com (“TLD”).

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to designate VeriSign, Inc. as the sole registry operator for the TLD (“Registry Operator”).

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry Operator’s Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a corporation, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

(b) Statements made During Negotiation Process. The factual statements made in writing by both parties in negotiating this Agreement were true and correct in all material respects at the time made. A violation or breach of this subsection shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.

Section 2.2 ICANN’s Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE III COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS (“Temporary Specification or Policies”). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN’s Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at <http://www.icann.org/en/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN’s Bylaws and as set forth below.

(ii) “Consensus Policies” are those specifications or policies established (1) pursuant to the procedure set forth in ICANN’s Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN’s Bylaws may be revised from time to time in accordance with ICANN’s Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/en/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as “Consensus Policies.”

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

(A) principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(v) In addition to the other limitations on Consensus Policies, they shall not:

(A) prescribe or limit the price of Registry Services;

(B) modify the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability (set forth below) and the standards applied by ICANN;

(C) modify the terms or conditions for the renewal or termination of this Agreement;

(D) modify ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c);

(E) modify the limitations on Consensus Policies or Temporary Specifications or Policies;

(F) modify the definition of Registry Services;

(G) modify the terms of Sections 7.2 and 7.3, below; and

(H) alter services that have been implemented pursuant to Section 3.1(d) of this Agreement (unless justified by compelling and just cause based on Security and Stability).

(vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC delegation signer ("DS") data; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; and, (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name. The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for

incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

(ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. “Personal Data” shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4.

(v) Whois Service. Registry Operator shall provide such whois data as set forth in Appendix 5.

(d) Registry Operations.

(i) Registration Restrictions. Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall

address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year.

(iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .com registry as of March 31, 2006, as the case may be; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above. Only Registry Services defined in (a) and (b) above are subject to the maximum price provisions of Section 7.3, below.

(iv) Process for Consideration of Proposed Registry Services. Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

(A) ICANN shall have 15 calendar days to make a “preliminary determination” whether a Registry Service requires further consideration by ICANN because it reasonably determines such Registry Service: (i) could raise significant Security or Stability issues or (ii) could raise significant competition issues.

(B) Registry Operator must provide sufficient information at the time of notification to ICANN that it may implement such a proposed Registry Service to enable ICANN to make an informed “preliminary determination.” Information provided by Registry Operator and marked “CONFIDENTIAL” shall be treated as confidential by ICANN. Registry Operator will not designate “CONFIDENTIAL” information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS.

(C) ICANN may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security or Stability implications of the Registry Service in order to make its “preliminary determination.” To the extent ICANN determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey.

(D) If ICANN determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service, does not raise significant Security or Stability (as defined below), or competition issues, Registry Operator shall be free to deploy it upon such a determination.

(E) In the event ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the Registry Service might raise significant competition issues, ICANN shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator. Any such referral communication shall be posted on ICANN’s website on the date of transmittal. Following such referral, ICANN shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN, with respect to any competition issues relating to the Registry Service. If such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.

(F) In the event that ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service might raise significant Stability or Security issues (as defined below), ICANN will refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service’s effect on Security or Stability (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN staff. Upon ICANN’s referral to the Standing Panel, Registry Operator may submit additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service’s effects on Security or Stability, including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security or Stability as defined below:

Security: For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability: For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current

Practice RFCs and relying on Registry Operator's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN Board will have 30 calendar days to reach a decision. In the event the ICANN Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability or Security, Registry Operator will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Standing Panel or otherwise submit to the ICANN Board additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(I) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security and Stability. For each matter referred to the Standing Panel, the Chair shall select no more than five members from the Standing Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and Security and Stability of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts, and promoting the sale of domain names; provided, however, that such use does not disclose domain name registrant, end user information or other Personal Data as defined in Section 3.1(c)(ii) for any purpose not otherwise authorized by this agreement. In this regard, in the event the TLD registry is a "thick" registry model, the traffic data that may be accessible to and used by Registry Operator shall be limited to the data that would be accessible to a registry operated under a "thin" registry model. The process for the introduction of new Registry Services shall not apply to such traffic data. The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this Section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to a re-introduction by Registry Operator of the SiteFinder service previously introduced by the Registry Operator on or about September 15, 2003, or the introduction of any other service employing a universal wildcard function, except that this sentence shall not prohibit the

provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an ICANN-accredited registrar. To the extent that traffic data subject to this provision is made available, access shall be on terms that are non-discriminatory.

(g) Security and Stability Review. Twice annually Registry Operator shall engage in discussions with executive staff of ICANN and the Chairman of the Board of ICANN on trends impacting the Security and/or Stability of the Registry, the DNS or the Internet pursuant to the terms of confidentiality agreements executed both by the executive staff of ICANN and the Chairman of the Board.

(h) Centralized Whois. Registry Operator shall develop and deploy a centralized Whois for the .com TLD if mandated by ICANN insofar as reasonably feasible, particularly in view of Registry Operator's dependence on cooperation of third parties.

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN.

Section 3.3 Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.

Section 3.4 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed once per calendar quarter) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Article III of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than five (5) business days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its covenants contained in Section 3.1.

(b) Any audit conducted pursuant to Section 3.4(a) will be at ICANN's expense, unless (i) the audit relates to Registry Operator's compliance with Section 3.1(c)(iv) and such audit reveals a material discrepancy or discrepancies in the data provided by Registry Operator, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN's detriment. In either such case of (i) or (ii) above, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit and such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall expire on November 30, 2018. The Expiration Date shall be November 30, 2018, as extended by any renewal terms.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred : (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 largest gTLDs (determined by the number of domain name registrations under management at the time of renewal), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the price of Registry Services; the standards for the consideration of proposed Registry Services, including

the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; the definition of Registry Services; or the terms of Section 7.3.

Section 4.3 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs

and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to an amount equal to the fees and monetary sanctions, if any, due and owing to ICANN under this Agreement within the preceding twelve month period. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.3 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if and only if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 within thirty calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, Registry Operator has failed to comply with the decision of the arbitrator or court.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings.

Section 6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.3. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.4 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

Section 6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Subject to Section 7.1(d), Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

(i) All registrars (including any registrar affiliated with Registry Operator, if any) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;

(iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;

(iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;

(v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;

(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar. In addition, where there is an imminent threat to the Security and Stability of the TLD or the Internet, this provision shall not preclude Registry Operator, for the purpose of protecting the Security and Stability of the TLD or the Internet, from temporarily preventing the registration of one or more names; provided, as soon as practicable but no later than 3 business days of taking such action, Registry Operator provides ICANN with a written notice of such action, which notice shall list all affected names, state the expected length of time that such names will not be available for registration, and explain why Registry Operator took such action. The contents of such notice shall be treated as confidential to the extent permitted by law. If ICANN disagrees with such action, it will instruct Registry Operator to release such names and Registry Operator shall immediately release such names upon receipt of such written instructions from ICANN.

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

(d) Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's

ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.

Section 7.2 Fees to be Paid to ICANN.

(a) Registry Level Fees. As of the Effective Date, Registry Operator shall pay ICANN a Registry-Level Transaction Fee equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another), during the applicable calendar quarter multiplied by US\$0.25. Registry Operator shall pay the Registry-Level Transaction Fee by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. For the calendar quarter ending December 31, 2012, Registry Operator shall pay an amount equal to the prorated “ICANN Fixed Registry Fee” that would have otherwise been due for the quarter under the Registry Agreement dated March 1, 2006 by and between ICANN and Registry Operator, as amended, plus the prorated Registry-Level Transaction Fee under this Agreement for the period from the Effective Date through December 31, 2012.

(b) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of written notice from ICANN, Registry Operator shall pay ICANN a Variable Registry-Level Fee. The fee will be calculated by ICANN. The Registry Operator will invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator and paid to ICANN by the Registry Operator by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(i) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.25.

(ii) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year.

(c) Interest on Late Payments. For any payments ten days or more overdue pursuant to Section 7.2, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

Section 7.3 Pricing for Domain Name Registrations and Registry Services.

(a) Scope. The Registry Services to which the provisions of this Section 7.3 shall apply are:

(i) the Registry Services defined in Section 3.1(d)(iii)(a), above, and

(ii) other products or services that the Registry Operator is required to provide within the scope of Section 3.1(d)(iii)(b), above, because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above):

- (1) to implement changes in the core functional or performance specifications for Registry Services (as defined in Section 3.1(d)(iii)(a)); or
- (2) that are reasonably necessary to facilitate: (A) Security and/or Stability of the Internet or DNS; (B) Security and Stability of the registry database for the TLD; or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names).

Nothing contained herein shall be construed to apply the provisions of this Section 7.3 to the services enumerated in Appendix 9 of this Agreement.

(b) No Tying. Registry Operator shall not require, as a condition of the provision or use of Registry Services subject to this Section 7.3 in accordance with the requirements of this Agreement, including without limitation Section 7.1 and Appendix 10, that the purchaser of such services purchase any other product or service or refrain from purchasing any other product or service. Notwithstanding any other offering that may include all or any portion of the Registry Services at any price, Registry Operator shall offer to all ICANN-accredited registrars the combination of all Registry Services subject to this Section 7.3 at a total price for those Registry Services that is no greater than the Maximum Price calculated pursuant to Section 7.3(d) and that otherwise complies with all the requirements of Section 7.3.

(c) Price for Registry Services. The price for all Registry Services subject to this Section 7.3 shall be the amount, not to exceed the Maximum Price, that Registry Operator charges for each annual increment of a new and renewal domain name registration and for each transfer of a domain name registration from one ICANN-accredited registrar to another.

(d) Maximum Price. The Maximum Price for Registry Services subject to this Section 7.3 shall be as follows:

- (i) from the Effective Date through 30 November 2018, US \$7.85;
- (ii) Registry Operator shall be entitled to increase the Maximum Price during the term of the Agreement due to the imposition of any new Consensus Policy or documented extraordinary expense resulting from an attack or threat of attack on the Security or Stability of the DNS, not to exceed the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07.

(e) No price discrimination. Registry Operator shall charge the same price for Registry Services subject to this Section 7.3, not to exceed the Maximum Price, to all ICANN-accredited registrars (provided that volume discounts and marketing support and incentive

programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs is available to all ICANN-accredited registrars).

(f) Adjustments to Pricing for Domain Name Registrations. Registry Operator shall provide no less than six months prior notice in advance of any increase for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another and shall continue to offer for periods of up to ten years new and renewal domain name registrations fixed at the price in effect at the time such offer is accepted. Registry Operator is not required to give notice of the imposition of the Variable Registry-Level Fee set forth in Section 7.2(c).

(g) Maximum Price does not include ICANN Variable Registry-Level Fee. The Maximum Price does not include, and shall not be calculated from a price that includes, all or any part of the ICANN Variable Registry-Level Fee set forth in Section 7.2(c), above, or any other per-name fee for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) ICANN's reliance, in connection with its decision to delegate the TLD to Registry Operator or to enter into this Agreement, on information provided by Registry Operator in its application for the TLD; (b) Registry Operator's establishment or operation of the registry for the TLD; (c) Registry Operator's provision of Registry Services; (d) collection or handling of Personal Data by Registry Operator; (e) any dispute concerning registration of a domain name within the domain of the TLD for the registry; and (f) duties and obligations of Registry Operator in operating the registry for the TLD; provided that Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct of ICANN. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Section 7.2 hereof for any applicable

quarter) by the total number of domain names under registration within all TLDs for which the registry operators thereof that are engaging in the same acts or omissions giving rise to such claim. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims above, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in 8.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

Section 8.2 Indemnification Procedures. If ICANN receives notice of any third-party claim that is indemnified under Section 8.1 above, ICANN shall promptly notify Registry Operator of such claim. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated registry authority. This license may not be assigned or sublicensed by Registry Operator.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, ICANN may assign this Agreement in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes. Registry Operator must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements

by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Telephone: 1-310-301-5800
Facsimile: 1-310-823-8649
Attention: President and CEO
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:

VeriSign, Inc.
12061 Bluemont Way,
Reston, Virginia 20190

Telephone: 1-703-948-4524
Facsimile: 1-703-450-7326
Attention: VP, Associate General Counsel, Naming
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Fadi Chehadé
President and Chief Executive Officer

Date:

VeriSign, Inc.

By: _____
D. James Bidzos
Chairman of the Board, Executive Chairman, President and Chief Executive Officer

Date:

EXHIBIT L

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

AWARD NUMBER
NCR-92-18742

CFDA NO. AND NAME

11.- National Telecommunications and Information Administration

PROJECT TITLE

RECIPIENT NAME

VeriSign, Inc.

AMENDMENT NUMBER

35

STREET ADDRESS

12061 Bluemont Way

EFFECTIVE DATE

October 26, 2018

CITY, STATE ZIP

Reston, Virginia 20190-5684

**EXTEND PERIOD OF PERFORMANCE TO
(IF APPLICABLE)**

November 30, 2024

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00

REASON(S) FOR AMENDMENT

The Department and Verisign have mutually agreed to certain modifications to the Cooperative Agreement as set forth in the Special Award Condition. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

SPECIAL AWARD CONDITIONS

LINE ITEM BUDGET

OTHER(S)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

SCOTT MCNICHOL Digitally signed by SCOTT MCNICHOL
Date: 2018.10.26 11:52:09 -06'00'

DATE

10/26/2018

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

D. James Bidzos, CEO



DATE

10/26/18

Award Number: NCR 92-18742
Federal Program Officer: Vernita Harris
Employee Identification Number: 943221585
Dun & Bradstreet No.: 883894040

Award ACCS Information

Award Contact Information

Contact Name	Contact Type	Email	Phone
Thomas C. Idelicarto	Administrative	tindelicarto@verisign.com	

NIST Grants Officer:
Dean Iwasaki
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-8449

NIST Grants Specialist:
Nuria Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6215

Special Award Conditions NCR-92-18742

Amendment Thirty-Five (35)

WHEREAS, pursuant to Amendment 34, the Department has reviewed whether to extend the term of the Cooperative Agreement and has determined that it is in the public interest to extend the Cooperative Agreement on the terms set forth herein;

WHEREAS, the parties agree that Verisign shall continue to operate the .com registry in a content neutral manner and will participate in ICANN processes that promote the development of content neutral policies for the operation of the Domain Name System (DNS);

WHEREAS, the Department finds that ccTLDs, new gTLDs, and the use of social media have created a more dynamic DNS marketplace;

WHEREAS, given the more dynamic DNS marketplace, the Department has determined that it is appropriate to amend the Cooperative Agreement to provide pricing flexibility for the registration and renewal of domain names in the .com registry;

WHEREAS, the parties have agreed to clarify that it was, and remains, the intention of the parties that the vertical integration restriction on Verisign's ability to own a registrar apply only to the .com registry and not to the other services offered by Verisign;

WHEREAS, the Department has reviewed the regulatory oversight necessary to ensure the security, stability and resiliency of the .com registry and to ensure that .com domain name registrations are offered at reasonable prices, terms and conditions;

WHEREAS, given this regulatory review, the Department has determined it is appropriate to remove certain unnecessary and burdensome regulations while still maintaining sufficient oversight by retaining the Department's approval authority for changes to the .com Registry Agreement for the following critical terms of the .com Registry Agreement: pricing; vertical integration; renewal or termination; functional and performance specifications; and the Whois Service;

THEREFORE, Verisign and the Department agree as follows:

1. **Content Neutral Operations**. The parties agree that Verisign will operate the .com registry in a content neutral manner and that Verisign will participate in ICANN processes that promote the development of content neutral policies for the operation of the DNS.

2. **Pricing Flexibility.** In recognition that ccTLDs, new gTLDs, and the use of social media have created a more dynamic DNS marketplace, the parties agree that the yearly price for the registration and renewal of domain names in the .com registry may be changed in accordance with the following:
 - a. Without further approval by the Department, at any time following the Effective Date of this Amendment 35, Verisign and ICANN may agree to amend Section 7.3(d)(i) (Maximum Price) of the .com Registry Agreement to permit Verisign in each of the last four years of every six year period, beginning two years from the Effective Date of this Amendment 35 (i.e., on or after the anniversary of the Effective Date of this Amendment 35 in 2020-2023, 2026-2029, and so on) to increase the Maximum Price charged by Verisign for each yearly registration or renewal of a .com domain name up to seven percent over the highest Maximum Price charged in the previous calendar year.
 - b. Section 2 of Amendment 32 which implemented the prior pricing restrictions is hereby deleted.
3. **Vertical Integration.** The parties hereby clarify that the restrictions on Verisign's ownership of any ICANN-accredited registrar(s) were, and remain, intended to apply solely to the .com registry and therefore Verisign and ICANN may agree to amend the .com Registry Agreement to clarify its terms in accordance with the following:
 - a. Without further approval by the Department, at any time following the Effective Date of this Amendment 35, Verisign and ICANN may amend Section 7.1(c) (Restrictions on Acquisition of Ownership or Controlling Interest in Registrar) of the .com Registry Agreement to provide that the ownership restriction therein relates solely to the .com TLD and does not prevent Verisign from owning a registrar except as to .com.
4. **Continued Department Oversight.** The Department has determined it is appropriate to remove certain unnecessary and burdensome regulations while still maintaining sufficient oversight by retaining the Department's approval authority for certain changes to the .com Registry Agreement in accordance with the following:
 - a. Department approval was previously required for changes to certain terms of the .com Registry Agreement defined as "Designated Terms" under Section 1.B.2.A(ii) of Amendment 19, as amended by Section 2 of Amendment 30

which is hereby deleted in its entirety, as well as, all references to “Designated Terms” in Amendment 30.

- b. The parties agree that the following terms are the sole terms in the .com Registry Agreement that require the prior written approval of the Department:
 - i. Removal of the Maximum Price restriction under Section 7.3(d)(i) (Maximum Price) of the .com Registry Agreement, which by way of clarification will continue to be subject to Section 3(a) of Amendment 32 setting forth the standard and process for removal;
 - ii. Any change to Section 7.3(d) of the .com Registry Agreement which sets forth the Maximum Price restrictions (other than as agreed as set forth in Section 2 (Pricing Flexibility) in this Amendment 35);
 - iii. Any change to Section 7.1(b) (Registry Operator Shall Not Act as Own Registrar) and 7.1(c) (Restrictions on Acquisition of Ownership or Controlling Interest in Registrar) of the .com Registry Agreement, which set forth the vertical integration restrictions on Verisign owning or acting as a registrar, respectively (other than as agreed as set forth in Section 3 of this Amendment 35);
 - iv. Any changes to the security, stability and resiliency posture of the .com TLD as reflected in the functional and performance specifications under Section 3.1(d)(ii) or Appendix 7 (Functional and Performance Specifications) of the .com Registry Agreement;
 - v. Any change to the conditions for renewal or termination under Sections 4.2 (Renewal), 4.3 (Failure to Perform in Good Faith) or 6.1 (Termination by ICANN) of the .com Registry Agreement;
 - vi. Any changes to the Whois Service under Sections 3.1(c)(v) (Whois Service) or Appendix 5 (Whois Specification), except as such changes are mandated by ICANN through Temporary or Consensus Policies.
- c. The Department’s approval of any amendment to the .com Registry Agreement, or the renewal, extension, continuation or substitution of the .com Registry Agreement, shall not be required unless Verisign seeks to change a term identified in Section 4(b)(i)-(vi) of this Amendment 35, except as already approved under Sections 2 and 3 of this Amendment 35.
- d. Upon application by Verisign for approval of such change or changes identified in Section 4(b) of this Amendment 35, the Department shall

consult with Verisign in any evaluation of its application. The Department shall issue a written decision explaining its reasons for granting or denying, in whole or in part, such application within ninety (90) days after submission of its application, or within 90 days after receipt of any additional materials requested by the Department to evaluate the application, whichever date is later. If the Department determines that additional time is needed to complete its review, then the parties shall agree to an extension of time for six months or such other reasonable time as the Department and Verisign may agree. After receiving any written notice of failure to approve, Verisign shall be entitled to confer with the Department. After conferring with the Department, Verisign may propose for the Department's approval one or more new or revised proposals. The Department's review of an initial application or new or revised proposals shall: (x) for applications to change pursuant to Section 4(b)(i) above, be in accordance with the standard set forth in Amendment 32, Section 3(a); (y) for applications to make any other changes as set forth in Sections 4(b)(ii)-(vi) above, be made by determining whether such change or changes are reasonably necessary to promote the public interest in consideration with the business necessity of the requested change. Any review and approval by the Department of any request under this Section shall not be unreasonably withheld. The Department's pending approval for any change to the .com Registry Agreement under Section 4 of this Amendment 35 shall not prevent Verisign and ICANN from entering into an amendment to the .com Registry Agreement, for its renewal, extension, continuation or substitution, without such change.

5. **Miscellaneous.** The following provisions are intended to ensure that the parties' intent in this Amendment 35 is reflected consistently throughout the Cooperative Agreement.
 - a. As the parties have agreed to the standard of review for any proposed changes to the .com Registry Agreement requiring the Department's approval in Sections 4(b)(i) and 4(d) of this Amendment 35, the parties hereby delete the last sentence of Section I.B.2.A(iii) of Amendment 19, as amended by Section 2 of Amendment 30 that set forth the conflicting standard of approval being in the Department's sole discretion.
 - b. As the parties have agreed to the timeframe for review of any proposed changes to the .com Registry Agreement in Section 4(b) of this Amendment

35, the parties hereby delete Section 3(b) of Amendment 32, which set forth the timeframes for evaluation of an application to remove pricing restrictions.

- c. As the parties have identified the sole terms in the .com Registry Agreement that require the Department's prior written approval, the parties hereby revise Section 1.B.2.A(iv) of Amendment 19, as amended by Section 2 of Amendment 30, to apply solely to those terms identified in Section 4(b) of this Amendment 35.
- d. As the parties have addressed the renewal of the .com Registry Agreement and because the Department's recognition of ICANN is no longer relevant, Section 1.B.9(ii) and (iii) of Amendment 19, as amended by Section 3 of Amendment 30, are hereby deleted.

6. Expiration Date.

- a. Section 1.B.10 of Amendment 19, Expiration Date, as amended by Section 4 of Amendment 32 is amended as follows:

“The current term of the Cooperative Agreement shall continue through November 30, 2024, and shall automatically renew for six-year terms, unless the Department provides Verisign with written notice of non-renewal within one hundred twenty days (120) prior to the end of the then current term (“Expiration Date”). Notwithstanding anything in the Cooperative Agreement to the contrary, the Department and Verisign agree that: (i) upon expiration or termination of the Cooperative Agreement, neither party shall have any further obligation to the other and nothing shall prevent Verisign from operating the .com TLD pursuant to an agreement with ICANN or its successor; and (ii) neither party may amend the Cooperative Agreement without the mutual written agreement of the other.”

- b. Section 2 of Amendment 34 is hereby deleted.

7. **Antitrust Immunity.** The Department's approval of this Amendment 35 is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement.

8. **No Other Amendment**. Except as modified by this Amendment 35, the terms and conditions of this Cooperative Agreement, as previously amended, remain unchanged.

EXHIBIT M



Amendment 4 to Cooperative Agreement Between NSI and U.S. Government

13 September 1995

NATIONAL SCIENCE FOUNDATION
4201 WILSON BOULEVARD
ARLINGTON, VIRGINIA 22230

September 13, 1995

Mr. Dave M. Graves
Contracts Administrator
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 22070

Cooperative Agreement No. NCR-9218742
Amendment No. 04
Proposal No. NCR-9544193

Dear Mr. Graves:

The purpose of this amendment is to modify the agreement to allow for the collection of user fees for registration services and establish the provisions for the use, disbursement and accountability of Program Income generated by such fees.

The Foundation and the Awardee hereby agree that the imposition of user fees for registration services will be carried out in accordance with the following general guidelines:

1. NSI will provide Registration and information Services as outlined in your approved Year 3 Program Plan.
2. Effective 12:00 A.M. EDST, September 14, 1995, Awardee is authorized to impose an annual fee of \$50/year per 2nd level domain name in .gov, .edu, .com, .net, and .org to pay for the services provided. NSF will pay the annual fee for domain name holders in .edu and .gov on a temporary basis. (The specifics of the imposition include an initial charge of \$100 for two years for new registrants and \$50/year payable on the anniversary date of the original registration for every year thereafter. Existing domain name holders will be charged the \$50/year on their anniversary date.)
3. The funds collected by reason of the fee imposition will be treated as "Program Income" under the terms of the agreement. Of those funds:
 - a. 70% will be available to Awardee as consideration for the services provided.
 - b. the remaining 30% will be placed into an interest-bearing account which will be used for the preservation and enhancement of the

"Intellectual Infrastructure" of the Internet in general conformance with approved Program Plans. Awardee will develop and implement mechanisms to insure the involvement of the Internet communities in determining and overseeing disbursements from this account. Awardee will also establish and maintain publically available records of all deposits to and disbursements from the account.

4 Any changes in the fee structure or amount will require approval (as set forth in Article 3.G of the agreement).

5 Awardee will continue to submit a Program Plan for approval by NSF in advance of each Program Year, to submit monthly, quarterly, and annual reports and attend/host quarterly InterNIC reviews as requested by the NSF Program Official

The specific details of the implementation of user fees will be as set forth in Awardees letter of September 13, 1995 (including all attachments) which is incorporated herein by reference

The Agreement, as amended, is hereby further amended as follows:

1 In Article 2 A 1, effective with this amendment, the reference to "General Atomics under Cooperative Agreement NCR-9218179" is hereby deleted, (reflecting the recent termination of that agreement)

2. To Article 4, the following section D is added:

"D Beginning in November 1995, the Awardee shall make available on rs.internic.net performance measures for registration services and turnaround times, as well as Awardee's performance against those measures and turnaround times for public review and comment."

3 To Article 5, the following section C is added

"C. The report generated by the performance review required by paragraph B above will be available at ds internic net for public review "

4. In Article 8:

a In section C delete the date "September 30, 1995" and substitute in lieu thereof the date "September 13, 1995", and;

b Add the following section G

Article 8. Funding contained in the original cooperative agreement, and as amended by Amendments No 1, 2 and 3 and above shall apply for the period January 1, 1993 through September 13, 1995)

Effective September 14, 1995, the following shall apply:

Compensation

In consideration of all work performed under this agreement after September 13, 1995, Awardee shall impose a user fee of \$50/year per second level domain name in .gov, .edu, .com, net, and org to pay for the services provided as detailed in Awardees proposal of September 13, 1995. (The specifics of

the imposition include an initial charge of \$100 for two years for new registrants and \$50/year payable on the anniversary date of the original registration for every year thereafter Existing domain name holders will be charged the \$50/year on their anniversary date) Implementation of the user fee imposition shall be in general accordance with Awardees proposal of September 13, 1995

NSF shall pay the fees for the second level domain name registrations in the edu domain for the period of this agreement, and shall on an interim basis support the fees for second level domain name registrations in the gov domain Notwithstanding the foregoing, Awardee will defer invoicing of fees for registrations in the edu and gov domains until a further amendment is added explicating the provisions for the invoicing and payment of these fees

The funds collected by reason of the user fee imposition will be considered "Program Income" under the terms of the agreement. Of these funds:

a 70 % will be available to NSI as consideration for the services provided.

b the remaining 30% will be placed into an interest-bearing account which will be used for the preservation and enhancement of the "Intellectual Infrastructure" of the Internet. Awardee will develop and implement mechanisms to insure the involvement of the Internet communities in determining and overseeing disbursements from this account. Awardee will also establish and maintain publically available records of all deposits to and disbursements from the account.

5 Effective October 1, 1995, Article 9, Annual Report, Program Plan and Budget, (effective for the period January 1, 1993 through September 30, 1995) is hereby superseded and replaced by the following Article 9 Annual Report, Program Plan and Budget:

ARTICLE 9. Annual Report, Program Plan and Budget

By January 31 each year, Awardee shall submit both electronically and in 10 hard copies an Annual Report, Program Plan and Budget to the Foundation for approval. These documents shall be submitted in a format and level of detail approved by the Foundation but shall, as a minimum, contain project goals and objectives specified with sufficient technical criteria, milestones, and objectives to measure the progress of the effort toward attainment of objectives during the time period for which it is being submitted The Program Plan will be the basis for performance goals, areas of emphasis and any adjustments in the user fee charged for registration services (or the distribution of revenues from those fees in the succeeding 12 month period). Each submission should contain narrative information indicating (for the past years' activities) by functional area and overall: any goals accomplished, exceeded or missed and explaining any

significant deviations from the previous year's plan; any educational achievements; patents, copyrights or other innovations resulting from the activities Each annual submission shall also contain information on projected revenues and expenditures for the upcoming year and actual projected revenues and expenditures for the reporting period

The Awardee will receive a formal approval of the Program Plan from the Foundation

6. Effective September 14, 1995, Article 15. Project Income from Registration Fees is superseded and replaced in its entirety by the following

Article 15. Revenues from Registration Fees

All income generated by the imposition of user fees charged for registration services shall be considered "Project Income" within the agreement Distribution and use of these funds shall be made in accordance with the provisions of Article 8. (as amended above) and Awardee's proposal of September 13, 1995

Please indicate your acceptance of this amendment by having it signed by an authorized official of your organization and returning one copy to me as soon as possible

Sincerely,

Karen L Sandberg
Grants and Agreements Officer

Accepted

Signature

Name and Title

Date

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

Page Updated 10 Nov 2002
©2002 The Internet Corporation for Assigned Names and Numbers All rights reserved

EXHIBIT N

SPECIAL AWARD CONDITIONS

NCR 92-189742

Amendment Number Thirteen (13)

1. The Department of Commerce and Network Solutions, Inc. agree that for the Phase I deployment of the Shared Registration System, NSI's prices for Registry Services through the Shared Registration System in the gTLDs for which NSI now acts as the Registry, will be no more than \$9 per year per second level domain name registered, payable at \$18 for new registrations and \$9 per year on the anniversary date of the original registration beginning at the end of the second year and for every year thereafter.
2. The Shared Registry Section of Amendment 11 is revised by adding the following sentence:

The Registrar License and Agreement attached and identified as Exhibit 1 is approved for use during Phase 1.

3. Except as modified by this amendment, the terms and conditions of this Cooperative Agreement, as amended, are unchanged.
-

REGISTRAR LICENSE AND AGREEMENT

This Registrar License and Agreement (the "Agreement") is dated as of _____, 1999 ("Effective Date") by and between Network Solutions, Inc., a Delaware corporation, with its principal place of business located at 505 Huntmar Park Drive, Herndon, Virginia 20170 ("NSI" or the "Registry"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). NSI and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars will provide Internet domain name registration services within the .com, .org and .net top-level domains wherein NSI operates and maintains certain TLD servers and zone files ("Registry");

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .com, .org and .net TLDs.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, NSI and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

A. "DNS" refers to the Internet domain name system.

B. "IP" means Internet Protocol.

C. An "SLD" is a second-level domain of the DNS.

D. The "System" refers to the multiple registrar system developed by NSI for registration of second-level domain names in the .com, .org and .net TLDs.

E. A "TLD" is a top-level domain of the DNS.

F. A "Testbed Registrar" is one of the five registrars to participate in the test of the Shared Registration System ("Phase I") as provided in Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce, as amended ("Cooperative Agreement").

2. OBLIGATIONS OF THE PARTIES

2.1 Throughout the Term of this Agreement, NSI shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the .com, .org and .net TLDs to the System according to a protocol developed by NSI and known as the Registry Registrar Protocol ("RRP").

2.2 No later than three business days after the commencement of the Term of this Agreement, NSI shall provide to Registrar (i) full documentation of the RRP, (ii) "C" and "Java" application program interfaces ("APIs") to the RRP with documentation, and (iii) reference client software ("Software") that will enable Registrar to develop its system to register second-level domain names through the System for the .com, .org and .net TLDs.

2.3 Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "SLD holder") orders.

2.4 As part of its registration of all SLD registrations in the .com, .net, and .org TLDs during the Term of this Agreement, Registrar shall submit the following data elements using the RRP concerning SLD registrations it processes:

a. The name of the SLD being registered;

b. The IP addresses of the primary nameserver and any secondary nameservers for the SLD; and

c. The corresponding host names of those nameservers.

2.5 Registrar grants NSI as Registry a non-exclusive non-transferable limited license to the data elements consisting of the SLD name registered, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files.

2.6 Registrar shall have developed and employ in its domain name registration business an electronic or paper registration agreement, including a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit A (which may be amended from time to time by Registrar, provided a copy is furnished to the Registry three business days in advance of any such amendment), to be entered into by Registrar with each SLD holder as a condition of registration. Registrar shall include terms in its agreement with each SLD holder that are consistent with Registrar's duties to NSI hereunder. Registrar's dispute policy shall require the SLD holder to indemnify, defend and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the SLD holder's domain name registration.

2.7 Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System and its transactions with SLD holders and prospective customers are secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP connection with the System using its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way.

2.8 Registrar agrees to employ in its domain name registration business NSI's Registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

2.9 Registrar agrees to implement transfers of SLD registrations from another registrar to Registrar and vice versa pursuant to NSI's policy on Changes in Sponsoring Registrar by SLD Holders appended hereto as Exhibit B.

2.10 Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the NSI Registry records shall control.

2.11 Registrar agrees to comply with all other reasonable terms or conditions established from time to time, to assure sound operation of the System, by NSI as Registry in a non-arbitrary manner and applicable to all registrars, including NSI, and consistent with NSI's Cooperative Agreement with the United States Government, upon NSI's notification to Registrar of the establishment of those terms and conditions.

2.12 Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the RRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Network Solutions, as Registry, may, in its sole discretion, temporarily suspend access to the System.

2.13 Prior to the Effective Date of this Agreement, Registrar shall have procured a performance bond from a surety acceptable to NSI, in the amount of \$100,000 U.S. dollars. The terms of the performance bond shall provide that Registrar will perform all the undertakings, covenants, terms and conditions of this Agreement during the Initial Term, and any Renewal Terms, and shall indemnify and hold NSI and its employees, directors, officers, representatives, agents and affiliates harmless from all costs and damages (including reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to so perform by making payment(s) up to the full amount of the bond within ten (10) days of NSI's having notified the surety of its claim(s) of damages.

2.14 Registrar agrees to comply with the policies of NSI as Registry that will be applicable to all registrars and that will prohibit the registration of certain domain names in the .com, .org and .net TLDs which are not allowed to be registered by statute or regulation.

3. LICENSE

3.1 License Grant. Subject to the terms and conditions of this Agreement, NSI hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the RRP, APIs and Software to provide domain name registration services in the .com, .org and .net TLDs only and for no other purpose. The RRP, APIs and Software will enable Registrar to register domain names with the Registry on behalf of its SLD holders. Registrar, using the RRP, APIs and Software, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

3.2 Limitations on Use. Notwithstanding any other provisions in this Agreement, except with the written consent of NSI, Registrar shall not: (i) sublicense the RRP, APIs or Software or otherwise permit any use of the RRP, APIs or Software by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the RRP, APIs or Software other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the RRP, APIs or Software for any unauthorized purpose, or (iv) use or permit use of the RRP, APIs or Software in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

Registrar agrees to employ the necessary measures to prevent the System from being used for (i) the transmission of unsolicited, commercial e-mail (spam) to entities other than Registrar's customers; (ii) high volume, automated, electronic processes that apply to NSI for large numbers of domain names; (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes; or (iv) the use of said data to compile or infer customer identity or other demographic or firmographic information.

3.3 NSI may from time to time make modifications to the RRP, APIs or software licensed hereunder that will enhance functionality or otherwise improve the System. NSI will provide Registrar with at least 60 days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1 Testbed Engineering Support. NSI agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. local Herndon, Virginia time or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System during the test of the Shared Registration System ("Phase I") as provided in Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce

4.2 Customer Service Support. During the Term of this Agreement, NSI will provide reasonable telephone and e-mail customer service support to Registrar, not SLD holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. NSI will provide Registrar with a telephone number and e-mail address for such support during implementation of the RRP, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. NSI will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

5. FEES

5.1 License Fee. As consideration for the license of the RRP, APIs and Software, Registrar agrees to pay NSI on the Effective Date or if Registrar is a Testbed Registrar, at the completion of the testbed period, a non-refundable one-time fee in the amount of \$ 10,000 payable in United States dollars (the "License Fee") and payable by check to Network Solutions, Inc., Attention: Business Affairs Office, 505 Huntmar Park Drive, Herndon, Virginia 20170 or by wire transfer to NationsBank, for the credit of Network Solutions, Inc., Account #193 325 3198, ABA# 054001204. No later than three business days after either the receipt (and final settlement if payment by check) of such License Fee, or the execution of this Agreement for Testbed Registrars, NSI will provide the RRP, APIs and Software to Registrar.

5.2 Registration Fees. During the Initial Term of this Agreement, Registrar agrees to pay NSI the non-refundable amounts of \$18 United States dollars for each initial two-year domain name registration and \$9 United States dollars for each one-year domain name re-registration (collectively, the

"Registration Fees") registered by Registrar through the System. NSI reserves the right to adjust the Registration Fees prospectively upon thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with NSI's Cooperative Agreement with the United States Government and are applicable to all registrars in the .com, .org and .net TLDs. NSI will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of NSI's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.3 Registrant's Transfer of Domain Name. If a SLD holder transfers its domain name registration to the Registrar's account from another registrar's account, Registrar agrees to pay NSI the applicable Registration Fee as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer. Such transfer of a SLD holder's domain name registration from one registrar to another registrar must be accomplished pursuant to the policy set forth in Exhibit B to this Agreement.

5.4 Non-Payment of Registration Fees. Timely payment of Registration Fees is a material condition of performance under this Agreement. In the event that Registrar fails to pay its Registration Fees, either initial or re-registration fees, within three days of the date when due, NSI may stop accepting new registrations and/or delete the domain names associated with invoices not paid in full from the Registry database and terminate this Agreement pursuant to Section 6(c) below.

6. MISCELLANEOUS

6.1 Term of Agreement and Termination.

(a) Term of the Agreement. The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through the completion of Phase I of the Cooperative Agreement between NSI and the U.S. Department of Commerce (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement, excluding, however, the dollar amount listed in Section 5.2, will automatically renew for successive one (1) year renewal terms, provided, however, that the dollar amount listed in Section 5.2 has been established in accordance with the provisions of Amendment 11 prior to the expiration of the Initial Term, (each a "Renewal Term" and together with the Initial Term, the "Term") until the Agreement has been terminated as provided herein, Registrar elects not to renew, or NSI ceases to operate as the registry for the .com, .org and .net TLDs; provided, however, that in the event that revisions to NSI's Registrar License Agreement are approved by the U.S. Department of Commerce, Registrar will execute an amendment substituting the revised agreement in place of this Agreement.

(b) Termination. Upon expiration or termination of this Agreement, NSI will complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to NSI for Registration Fees are current and timely. Notwithstanding the foregoing, Registrar's payment obligations as set forth in Section 5.2 above shall survive any such termination or expiration of this Agreement.

(c) Termination For Cause. In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

(d) Termination by Registrar. Registrar may terminate this Agreement at any time by giving NSI thirty (30) days notice of termination.

(e) Bankruptcy. Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

(f) Effect of Termination. Immediately upon any termination of this Agreement, Registrar shall (i) transfer its SLD holders to another licensed registrar(s) of the Registry, in compliance with any procedures established or approved by the U.S. Department of Commerce and (ii) either return to NSI or certify to NSI the destruction of all data, software and documentation it has received under this Agreement.

(g) Survival. In the event of termination of this Agreement for any reason, Sections 2.5, 2.6, 2.10, 2.11, 2.13, 5.2, 6.1(g), 6.6, 6.7, 6.10, 6.12, 6.13, 6.14 and 6.16 shall survive. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

6.2. No Third Party Beneficiaries; Relationship of The Parties. This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any SLD holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

6.3 Force Majeure. Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

6.4 Further Assurances. Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

6.5 Amendment in Writing. Any amendment or supplement to this Agreement shall be in writing and duly executed by the other Parties.

6.6 Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against any Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

6.7 Dispute Resolution; Choice of Law; Venue. The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such Party below:

if to Registrar:

if to NSI:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Attention: Director, Business Affairs
Telecopier: + 1 (703) 742-8706

with a copy to:

**General Counsel
505 Huntmar Park Drive
Herndon, Virginia 20170
Telecopier: + 1 (703) 742-0065**

6.9 Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of NSI.

6.10 Use of Confidential Information. The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of NSI.

6.11 Delays or Omissions; Waivers. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.12 Limitation of Liability. IN NO EVENT WILL NSI BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF NSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.13 Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

6.14 Intellectual Property. Subject to Section 2(f) above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.

6.15 Representations and Warranties

(a) Registrar. Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the _____, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited or otherwise authorized to act as a registrar pursuant to Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, and (6) Registrar's performance bond provided hereunder is a valid and enforceable obligation of the surety named on such bond.

(b) NSI. NSI represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by NSI, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by NSI in order for it to enter into and perform its obligations under this Agreement.

(c) The RRP, APIs and Software are provided "as-is" and without any warranty of any kind. NSI EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, NSI DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

6.16. Indemnification. Registrar, at its own expense, will indemnify, defend and hold harmless NSI and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NSI or any affiliate of NSI based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any SLD holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) NSI provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, NSI will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar

reimburses NSI for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without NSI's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by NSI in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17 Entire Agreement; Severability. This Agreement, which includes Exhibits A, B and C constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

Network Solutions, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Registrar Dispute Policy

This page blank.

Exhibit B

Changes in Sponsoring Registrar by SLD Holders

REGISTRAR REQUIREMENTS:

For each instance when an SLD holder wants to change its Registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining Registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the SLD holder (as reflected in the database of the losing Registrar).
 - a) The form of the authorization is at the discretion of each gaining Registrar.
 - b) The gaining Registrar shall retain a record of reliable evidence of the authorization.
- 2) Provide a copy of the authorization to the losing Registrar.
- 3) Request, in a form prescribed by NSI, that the Registry database be changed to reflect the new Registrar.
 - a) The Request shall include an express statement that (1) the requisite authorization has been obtained from the SLD holder listed in the database of the losing Registrar, and (2) the losing Registrar has been provided with a copy of the authorization.

In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:

- 1) A bilateral agreement between the parties.

2) The final determination of a binding dispute resolution body.

3) A court order.

Whenever there is a change of Registrar, NSI will confirm completion of the change by e-mail to both the gaining and losing Registrars.

REGISTRATION FEE:

Each change of Registrar shall be subject to a new two-year registration fee to the Registry.

1) The SLD holder will be entering a new contract with the Registrar.

2) The Registrar will be starting a new registration period for the domain name with the Registry.

Each SLD holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which the SLD holder enters into a contract for registration services.

Exhibit C

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into by and between Network Solutions, Inc. ("NSI"), a Delaware corporation having its principal place of business in Herndon, VA which is the party disclosing confidential information, and of ("Recipient"), which is the party receiving such information, through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), NSI intends to disclose to the Recipient information which NSI considers valuable, proprietary, and confidential to participate in the test of the Shared Registration System ("Phase I") as provided in Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information

1.1 "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by NSI to Recipient under this Confidentiality Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, NSI will notify Recipient in writing within 15 days of the disclosure.

2. Confidentiality Obligations

2.1 In consideration of the disclosure of Confidential Information to Recipient, Recipient agrees that:

(a) Recipient shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from NSI, including implementing reasonable physical security measures and operating procedures.

(b) Recipient shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if Recipient is a corporation, partnership, or similar entity, disclosure is permitted to Recipient's officers and employees who have a demonstrable need to know such Confidential Information, provided Recipient shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be bound by the terms of this Confidentiality Agreement.

(c) Recipient shall not modify or remove any NSI Confidential legends and/or copyright notices appearing thereon.

2.2 Recipient's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

3. Restrictions On Use

3.1 Recipient agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of participating in the test of the Shared Registration System ("Phase I") as provided in Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce and for no other purposes whatsoever.

3.2 No commercial use rights or any licenses under any NSI patent, patent application, copyright, trademark, know-how, trade secret, or any other NSI proprietary rights are granted to Recipient by this Confidentiality Agreement, or by any disclosure of any Confidential Information to Recipient under this Confidentiality Agreement.

3.3 Recipient agrees not to prepare any derivative works based on the Confidential Information.

3.4 Recipient agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by Recipient.

4. Miscellaneous

4.1 This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. Recipient agrees that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, Recipient will be bound by any decision of the Court.

4.2 The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon Recipient with respect to information that (a) is disclosed with NSI's prior written approval; or (b) is or has entered the public domain in its integrated and aggregated form through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure in its integrated and aggregated form; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by NSI without restriction on disclosure.

4.3 This Confidentiality Agreement may be terminated by NSI upon Recipient's breach of any of its obligations hereunder. In the event of any such termination for breach, all Confidential Information in Recipient's possession shall be immediately returned to NSI; Recipient shall provide full voluntary disclosure to NSI of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. Recipient may cease to participate in the test of the Shared Registration System ("Phase I") as provided in Amendment 11 to the Cooperative Agreement between NSI and the U.S. Department of Commerce referred to above, but in such event, Recipient shall immediately return to NSI all Confidential Information in its possession and Recipient shall remain subject to the obligations of Sections 2 and 3.

4.4 The terms and conditions of this Confidentiality Agreement shall inure to the benefit of NSI and its successors and assigns. Recipient's obligations under this Confidentiality Agreement may not be assigned or delegated.

4.5 Recipient agrees that NSI shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

4.6 The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by NSI and Recipient.

4.7 EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, NSI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND NSI SHALL HAVE NO LIABILITY WHATSOEVER TO RECIPIENT RESULTING FROM RECIPIENT'S RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

4.8 If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and Recipient and NSI agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

4.9 This Confidentiality Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof.

4.10 Any obligation upon Recipient imposed by this Confidentiality Agreement may be waived in writing by NSI. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

4.11 Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

4.12 The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of NSI and Recipient have executed this Confidentiality Agreement in Virginia on the dates indicated below.

("Recipient") Network Solutions, Inc. ("NSI")

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT O



Amendment 9 to Cooperative Agreement Between NSI and U.S. Government

NATIONAL SCIENCE FOUNDATION
4201 WILSON BOULEVARD
ARLINGTON, VIRGINIA 22230

Mr. David M. Graves
Director, Business Affairs
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170

Cooperative Agreement No. NCR-9218742
Amendment No. 09

Dear Mr. Graves:

Whereas, since September 14, 1995, pursuant to Amendment No. 04 to Cooperative Agreement No. NCR-9218742, Network Solutions, Inc. has charged user fees for the registration services Network Solutions, Inc. performs for its domain name registrants; and

Whereas, since September 14, 1995, pursuant to Amendment No. 04, Network Solutions, Inc. has deposited 30% of the funds collected into a separate interest-bearing account, to be used for the preservation and enhancement of the "Intellectual Infrastructure" of the Internet; and

Whereas, to date, there has not been a final decision about appropriate disbursements from the "Intellectual Infrastructure" account; and

Whereas, to date, no funds have been withdrawn from the account with the exception of the one instance of transferring \$23M to the National Science Foundation pursuant to P.L. 105-65, the 1998 Appropriations Bill for the National Science Foundation; and

Whereas, the Department of Commerce's draft paper entitled A Proposal to Improve Technical Management of Internet Names and Addresses states, "we believe the provision in the cooperative agreement regarding allocation of a portion of the registration fee to the Internet Intellectual Infrastructure Fund should terminate on April 1, 1998."

NOW, THEREFORE, by this amendment, the National Science Foundation eliminates the charging of the "Intellectual Infrastructure" portion of the registration services fees, effective 11:59 p.m., March 31, 1998. By this amendment, the National Science Foundation eliminates the requirement to deposit into the "Intellectual Infrastructure" account an amount equal to 30% of the monies collected with respect to second-level domain names registered and renewed by Network Solutions, Inc on and after 12:00 a.m., April 1, 1998.

The Agreement, as amended, is hereby further amended as follows

1. Section G, ARTICLE 8. FUNDING is hereby amended to read:

G Funding and Compensation

1. Funding contained in the original cooperative agreement, and as amended by Amendments No 1, 2, and 3, shall apply for the period January 1, 1993 through September 13, 1995

2. The compensation provisions contained in Amendment 4 shall apply for the period September 14, 1995 through March 31, 1998.

3 Effective April 1, 1998, the following compensation provisions will apply:

a) In consideration of all work performed under this Agreement, Awardee is authorized to impose a user fee of \$35/year per second level domain name in .COM, ORG, NET, and EDU (The specifics of the user fee charges include an initial charge of \$70 for new registrations, and \$35 per year payable on the anniversary date of the original registration beginning at the end of the second year and for every year thereafter.)

b) The funds collected by reason of charging the user fee will be considered "Program Income" under the terms of the Agreement, and all will be available to Network Solutions, Inc as consideration for the services provided.

2 Effective April 1, 1998, ARTICLE 15 REVENUES FROM REGISTRATION FEES is superseded and replaced by the following:

ARTICLE 15. REVENUES FROM REGISTRATION FEES

A. All income generated by user fees charged for registration services shall be considered "Program Income" under the terms of this Agreement, and will be available to Network Solutions, Inc. as consideration for the services provided

All other provisions of the Cooperative Agreement, as amended, remain in effect.

Please indicate your acceptance of this amendment by having it signed by unauthorized official of your organization and returning one copy to me as soon as possible.

Sincerely,
Karen L. Sandberg
Grants and Agreements Officer

Accepted

Signature

Name and Title

Date

Comments concerning the layout, construction and functionality of this site
should be sent to webmaster@icann.org.

Page Updated 05 February 00

(c) 2000 The Internet Corporation for Assigned Names and Numbers All rights reserved.

EXHIBIT P



Electronic Commerce

THE WHITE HOUSE

Office of the Press Secretary

For Immediate Release - July 1, 1997

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES **SUBJECT: Electronic Commerce**

The invention of the steam engine two centuries ago and the subsequent harnessing of electricity for communications ushered in an industrial revolution that fundamentally altered the way we work, brought the world's people closer together in time and space, changed the way we organize our economies, and brought us greater prosperity.

Today, we are on the verge of another revolution. Inventions like the integrated circuit, the computer, fiber optic cable, and the Internet are changing the way we work, learn, and communicate with each other.

Students and teachers can have immediate access to the world's information from their classrooms; doctors can administer diagnoses to patients in remote parts of the globe from their offices; and citizens of many nations are finding additional outlets for personal and political expression.

As the Internet empowers citizens and democratizes societies, it is also changing the way business is conducted: entrepreneurs are able to start new businesses more easily by accessing the Internet's worldwide network of customers; world trade involving computer software, entertainment products, information services, professional consulting, financial services, education businesses, medical diagnostics, advertising, and technical services is increasing rapidly as the Internet dramatically lowers costs and facilitates new types of commercial transactions; engineers, product developers, and managers thousands of miles apart can collaborate to design and manufacture new products more efficiently; businesses can work more efficiently with their suppliers and customers; consumers have greater choice and can shop in their homes for a wide variety of products from manufacturers and retailers all over the world, and they will be able to view these products on their computers or televisions, access information about the products, and order and pay for their choices, all from their living rooms.

According to several estimates, commerce on the Internet will total tens of billions of dollars by the turn of the century and could expand rapidly after that, helping fuel economic growth well into the 21st century.

For this potential to be realized, governments must adopt a market-oriented approach to electronic commerce, one that facilitates the emergence of a global, transparent, and predictable environment to support business and commerce.

Government officials must respect the unique nature of the medium and recognize that widespread competition and increased consumer choice should be the defining features of the new digital marketplace.

Many businesses and consumers are still wary of conducting extensive business over the Internet because of the lack of a predictable legal environment governing transactions. This is particularly true for international commercial activity where concerns about enforcement of contracts, liability, intellectual property protection, privacy, security, and other matters have caused businesses and consumers to be cautious.

Many companies and Internet users are also concerned that domestic or foreign governments will impose extensive regulations on the Internet and electronic commerce including taxes and tariffs, restrictions on the type of information transmitted, control over standards development, licensing requirements, and extensive regulation of Internet service providers. Indeed, signs of these types of commerce-inhibiting actions already are appearing in many nations

Governments can have a profound effect on the growth of electronic commerce. By their actions, they can facilitate electronic trade or inhibit it. Knowing when to act and at least as important when not to act, will be crucial to the development of electronic commerce.

Today I have approved and released a report "A Framework For Global Electronic Commerce" outlining the principles that will guide my Administration's actions as we move forward into the new electronic age of commerce. This report articulates my Administration's vision for the emerging digital marketplace by declaring a set of principles, presenting a series of policies, and establishing an agenda for international discussions and agreements to facilitate the growth of electronic commerce. I expect all executive departments and agencies to review carefully the principles in this framework and implement appropriate policies.

Accordingly, I am hereby directing that executive department and agency heads should be guided in any future actions they take related to electronic commerce by the following principles:

For electronic commerce to flourish, the private sector must lead. Therefore, the Federal Government should encourage industry self-regulation wherever appropriate and support private sector efforts to develop technology and practices that facilitate the growth and success of the Internet

-- Parties should be able to enter into legitimate agreements to buy and sell products and services across the Internet with minimal government involvement or intervention. Therefore, the Federal Government should refrain from imposing new and unnecessary regulations, bureaucratic procedures, or taxes and tariffs on commercial activities that take place on the Internet

-- In some areas, government involvement may prove necessary to facilitate electronic commerce and protect consumers. Where governmental involvement is necessary, its aim should be to support and enforce a predictable, consistent, and simple legal environment for commerce.

The Federal Government should recognize the unique qualities of the Internet including its decentralized nature and its tradition of bottom-up governance. Existing laws and regulations that may hinder electronic commerce should be revised or eliminated consistent with the unique nature of the Internet

-- The Internet is emerging as a global marketplace. The legal framework supporting commercial transactions on the Internet should be governed by consistent principles across State, national, and international borders that lead to predictable results regardless of the jurisdiction in which a particular buyer or seller resides.

I also direct the relevant agencies as identified in "A Framework For Global Electronic Commerce" to pursue the following policies:

1. I direct the U.S. Trade Representative to work with foreign governments to secure agreement within the next 12 months that all products and services delivered across the Internet will not be subject to tariffs and that all equipment from which the Internet is built will also not be subject to tariffs

2. I direct the U.S. Trade Representative to work with foreign governments to enforce existing agreements and secure new agreements to make electronic commerce a seamless global marketplace. This will include enforcing provisions of the recently concluded World Trade Organization (WTO) Telecommunications Services Agreement; ensuring that product testing, certification, and approval processes do not unnecessarily restrict trade; ensuring that service providers have nondiscriminatory access to customers worldwide; and other measures that ensure a free flow of commerce

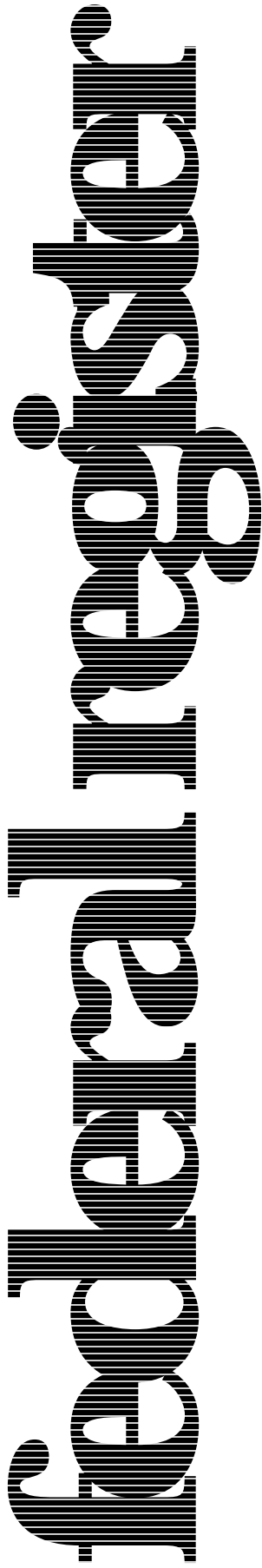
- 3 I direct the Secretary of Commerce to seek the protection of copyright in the digital environment by working to achieve ratification in the United States and overseas within the next 12 months of the World Intellectual Property Organization (WIPO) Copyright Treaty and the WIPO Performances and Phonograms Treaty
4. I direct the Secretary of Commerce to update and make more efficient our system for protecting patentable innovations to meet the needs of the fast moving electronic age and to seek agreements with other governments to protect patentable innovations worldwide.
- 5 I direct the Secretary of Commerce to support efforts to make the governance of the domain name system private and competitive and to create a contractually based self-regulatory regime that deals with potential conflicts between domain name usage and trademark laws on a global basis
6. I direct the Secretary of the Treasury to work with State and local governments and with foreign governments to achieve agreements that will ensure that no new taxes are imposed that discriminate against Internet commerce; that existing taxes should be applied in ways that avoid inconsistent national tax jurisdictions and double taxation; and that tax systems treat economically similar transactions equally, regardless of whether such transactions occur through electronic means or through more conventional channels of commerce.
- 7 I direct the Secretary of Commerce to work with the private sector, State and local governments, and foreign governments to support the development, both domestically and internationally, of a uniform commercial legal framework that recognizes, facilitates, and enforces electronic transactions worldwide I further direct the Secretary of Commerce within the next 12 months to seek to gain agreement with the private sector, State and local governments, and foreign governments, both domestically and internationally, on common approaches for authentication of electronic transactions through technologies such as digital signatures.
- 8 I direct the Secretary of Commerce and the Director of the Office of Management and Budget to encourage private industry and privacy advocacy groups to develop and adopt within the next 12 months effective codes of conduct, industry developed rules, and technological solutions to protect privacy on the Internet consistent with the Privacy Principles issued by the Information Infrastructure Task Force (IITF) Privacy Working Group. I further direct the Director of the OMB to develop recommendations on the appropriate role of government consistent with "A Framework For Global Electronic Commerce." I further direct the Secretary and the Director to ensure that means are developed to protect the privacy of children
9. I direct the Secretary of Commerce to encourage the development and adoption within the next 12 months by industry of easy to use and effective rating systems and filtering technologies that empower parents, teachers, and other Internet users to block content that is inappropriate for children.
- 10 I direct the Secretary of Commerce to support private sector development of technical standards for the Internet and the U.S. Trade Representative to oppose efforts by foreign governments to impose standards or to use standards for electronic commerce as non tariff trade barriers
11. I direct the Secretary of the Treasury to cooperate with foreign governments to monitor newly developing experiments in electronic payment systems; to oppose attempts by governments to establish inflexible and highly prescriptive regulations and rules that might inhibit the development of new systems for electronic payment; and as electronic payment systems develop, to work closely with the private sector in order to keep apprised about policy development and ensure that governmental activities flexibly accommodate the needs of the emerging marketplace
12. I direct all executive departments and agencies to promote efforts domestically and internationally to make the Internet a secure environment for commerce This includes ensuring secure and reliable telecommunications networks; ensuring an effective means for protecting the information systems attached to those networks; ensuring an effective means for authenticating and guaranteeing confidentiality of electronic information to protect data from unauthorized use; and providing information so that Internet users become well-trained and understand how to protect their systems and their data

13 I direct the Administrator of General Services to move the Federal Government into the age of electronic commerce by expanding "GSA Advantage," its online shopping service for the Federal community to cover four million items by 12 months from now

I am asking the Vice President to lead an interagency group coordinating the U.S Government's electronic commerce strategy Further, I am directing that executive department and agency heads report back to the Vice President and me through this interagency group every 6 months on their progress in meeting the terms of this directive

WILLIAM J. CLINTON

EXHIBIT Q



Wednesday
July 2, 1997

Part II

**Department of
Commerce**

Request for Comments on the
Registration and Administration of
Internet Domain Names; Notice

DEPARTMENT OF COMMERCE

[Docket No. 970613137-7137-01]

Request for Comments on the Registration and Administration of Internet Domain Names

AGENCY: Department of Commerce.

ACTION: Notice; request for public comment.

SUMMARY: The Department of Commerce requests comments on the current and future system(s) for the registration of Internet domain names. The Department invites the public to submit written comments in paper or electronic form.¹

DATES: Comments must be received by August 18, 1997.

ADDRESSES: Mail written comments to Patrice Washington, Office of Public Affairs, National Telecommunications and Information Administration (NTIA), Room 4898, 14th St. and Constitution Ave., NW, Washington, DC 20230. See **SUPPLEMENTARY INFORMATION** for electronic access and filing addresses and further information on submitting comments.

FOR FURTHER INFORMATION CONTACT: Paula Bruening, NTIA, (202) 482-1816.

SUPPLEMENTARY INFORMATION:**Electronic Access and Filing Addresses**

The address for comments submitted in electronic form is dns@ntia.doc.gov. Comments submitted in electronic form should be in WordPerfect, Microsoft Word, or ASCII format. Detailed information about electronic filing is available on the NTIA website, <http://www.ntia.doc.gov>.

Further Information on Submitting Comments

Submit written comments in paper or electronic form at the above addresses. Paper submissions should include three paper copies and a version on diskette in the formats specified above. To assist reviewers, comments should be numbered and organized in response to questions in accordance with the five sections of this notice (Appropriate Principles, General/Organizational Framework Issues, Creation of New gTLDs, Policies for Registries, and Trademark Issues). Commenters should address each section on a separate page and should indicate at the beginning of their submission to which questions they are responding.

¹ This request for public comment is not intended to supplant or otherwise affect the work of other public advisory groups, established under law.

Background

The rapid growth in the use of the Internet has led to increasing public concern about the current Internet domain name registration systems. According to Internet Monthly Report, registration of domain names within a few top-level domains (.com, .net, .org) has increased from approximately 400 per month in 1993 to as many as 70,000 per month in 1996, the overwhelming majority in the .com category. The enormous growth and commercialization of the Internet has raised numerous questions about current domain name registration systems. In addition, the present system will likely undergo modification when the National Science Foundation's cooperative agreement (NSF agreement) with Network Solutions Inc. to register and administer second-level domains for three top-level domains expires in 1998. Resolution of these issues will also affect the future operation of the National Information Infrastructure (NII) and the Global Information Infrastructure (GII).

The United States Government played a central role in the initial development, deployment, and operation of domain name registration systems, and through the NSF agreement as well as Defense Advanced Research Projects Agency (DARPA) agreement(s) continues to play a role. In recent years, however, Internet expansion has been driven primarily by the private sector. The Internet has operated by consensus rather than by government regulation. Many believe that the Internet's decentralized structure accounts at least in part for its rapid growth.

The Government has supported the privatization and commercialization of the Internet through actions such as the transition from the NSFNET backbone to commercial backbones. The Government supports continued private sector leadership for the Internet and believes that the transition to private sector control should continue. The stability of the Internet depends on a fully interconnected and interoperable domain name system that must be preserved during any transition.

Various private sector groups have proposed systems for allocating and managing generic top level domains (gTLDs). The Government is studying the proposals and the underlying issues to determine what role, if any, it should play. The Government has not endorsed any plan at this time but believes that it is very important to reach consensus on these policy issues as soon as possible.

The United States Government seeks the views of the public regarding these proposals and broader policy issues as well. Specifically, the Government seeks information on the following issues:

A. Appropriate Principles

The Government seeks comment on the principles by which it should evaluate proposals for the registration and administration of Internet domain names. Are the following principles appropriate? Are they complete? If not, how should they be revised? How might such principles best be fostered?

a. Competition in and expansion of the domain name registration system should be encouraged. Conflicting domains, systems, and registries should not be permitted to jeopardize the interoperability of the Internet, however. The addressing scheme should not prevent any user from connecting to any other site.

b. The private sector, with input from governments, should develop stable, consensus-based self-governing mechanisms for domain name registration and management that adequately defines responsibilities and maintains accountability.

c. These self-governance mechanisms should recognize the inherently global nature of the Internet and be able to evolve as necessary over time.

d. The overall framework for accommodating competition should be open, robust, efficient, and fair.

e. The overall policy framework as well as name allocation and management mechanisms should promote prompt, fair, and efficient resolution of conflicts, including conflicts over proprietary rights.

f. A framework should be adopted as quickly as prudent consideration of these issues permits.

B. General/Organizational Framework Issues

1. What are the advantages and disadvantages of current domain name registration systems?

2. How might current domain name systems be improved?

3. By what entity, entities, or types of entities should current domain name systems be administered? What should the makeup of such an entity be?

4. Are there decision-making processes that can serve as models for deciding on domain name registration systems (e.g., network numbering plan, standard-setting processes, spectrum allocation)? Are there private/public sector administered models or regimes that can be used for domain name registration (e.g., network numbering plan, standard setting processes, or

spectrum allocation processes)? What is the proper role of national or international governmental/non-governmental organizations, if any, in national and international domain name registration systems?

5. Should generic top level domains (gTLDs), (e.g., .com), be retired from circulation? Should geographic or country codes (e.g., .US) be required? If so, what should happen to the .com registry? Are gTLD management issues separable from questions about International Standards Organization (ISO) country code domains?

6. Are there any technological solutions to current domain name registration issues? Are there any issues concerning the relationship of registrars and gTLDs with root servers?

7. How can we ensure the scalability of the domain name system name and address spaces as well as ensure that root servers continue to interoperate and coordinate?

8. How should the transition to any new systems be accomplished?

9. Are there any other issues that should be addressed in this area?

C. Creation of New gTLDs

10. Are there technical, practical, and/or policy considerations that constrain the total number of different gTLDs that can be created?

11. Should additional gTLDs be created?

12. Are there technical, business, and/or policy issues about guaranteeing the scalability of the name space associated with increasing the number of gTLDs?

13. Are gTLD management issues separable from questions about ISO country code domains?

14. Are there any other issues that should be addressed in this area?

D. Policies for Registries

15. Should a gTLD registrar have exclusive control over a particular gTLD? Are there any technical limitations on using shared registries for some or all gTLDs? Can exclusive and non-exclusive gTLDs coexist?

16. Should there be threshold requirements for domain name registrars, and what responsibilities should such registrars have? Who will determine these and how?

17. Are there technical limitations on the possible number of domain name registrars?

18. Are there technical, business and/or policy issues about the name space raised by increasing the number of domain name registrars?

19. Should there be a limit on the number of different gTLDs a given registrar can administer? Does this depend on whether the registrar has exclusive or non-exclusive rights to the gTLD?

20. Are there any other issues that should be addressed in this area?

E. Trademark Issues

21. What trademark rights (e.g., registered trademarks, common law trademarks, geographic indications, etc.), if any, should be protected on the Internet vis-a-vis domain names?

22. Should some process of preliminary review of an application for registration of a domain name be required, before allocation, to determine if it conflicts with a trademark, a trade name, a geographic indication, etc.? If so, what standards should be used? Who should conduct the preliminary review? If a conflict is found, what should be done, e.g., domain name applicant and/or trademark owner notified of the

conflict? Automatic referral to dispute settlement?

23. Aside from a preliminary review process, how should trademark rights be protected on the Internet vis-a-vis domain names? What entity(ies), if any, should resolve disputes? Are national courts the only appropriate forum for such disputes? Specifically, is there a role for national/international governmental/nongovernmental organizations?

24. How can conflicts over trademarks best be prevented? What information resources (e.g. databases of registered domain names, registered trademarks, trade names) could help reduce potential conflicts? If there should be a database(s), who should create the database(s)? How should such a database(s) be used?

25. Should domain name applicants be required to demonstrate that they have a basis for requesting a particular domain name? If so, what information should be supplied? Who should evaluate the information? On the basis of what criteria?

26. How would the number of different gTLDs and the number of registrars affect the number and cost of resolving trademark disputes?

27. Where there are valid, but conflicting trademark rights for a single domain name, are there any technological solutions?

28. Are there any other issues that should be addressed in this area?

William M. Daley,

Secretary.

[FR Doc. 97-17215 Filed 7-1-97; 8:45 am]

BILLING CODE 3510-60-U

EXHIBIT R

[Federal Register: February 20, 1998 (Volume 63, Number 34)]
[Proposed Rules]
[Page 8825 8833]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr20fe98-24]

[[Page 8825]]

Part IV

Department of Commerce

National Telecommunications and Information Administration

15 CFR Chapter XXIII

Improvement of Technical Management of Internet Names and Addresses;
Proposed Rule

[[Page 8826]]

DEPARTMENT OF COMMERCE

National Telecommunications and Information Administration

15 CFR Chapter XXIII

[Docket No. 980212036-8036-01]
RIN 0660 AA11

Improvement of Technical Management of Internet Names and
Addresses

AGENCY: National Telecommunications and Information Administration
(NTIA), Commerce.

ACTION: Proposed rule; request for public comment.

SUMMARY: This document sets forth ways to improve technical management of the Internet Domain Name System (DNS). Specifically, it describes the process by which the Federal government will transfer management of the Internet DNS to a private not for profit corporation. The document also proposes to open up to competition the administration of top level domains and the registration of domain names.

DATES: Comments must be received by March 23, 1998.

ADDRESSES: Comments may be mailed to Karen Rose, Office of International Affairs, National Telecommunications and Information Administration (NTIA), Room 4701, U.S. Department of Commerce, 14th and Constitution Avenue, N.W., Washington, D.C. 20230 or sent via electronic mail to dns@ntia.doc.gov. Messages to that address will receive a reply in acknowledgment. Comments submitted in electronic form should be in ASCII, WordPerfect (please specify version), or Microsoft Word (please specify version) format. Comments received will

be posted on the NTIA website at <http://www.ntia.doc.gov>. Detailed information about electronic filing is available on the NTIA website, <http://www.ntia.doc.gov/domainname/domainname130.htm>. Paper submissions should include three paper copies and a version on diskette in the formats specified above.

FOR FURTHER INFORMATION CONTACT: Karen Rose, NTIA, (202) 482 0365.

SUPPLEMENTARY INFORMATION:

Authority: 15 U.S.C. 1512; 47 U.S.C. 902(b)(2)(H); 47 U.S.C. 902(b)(2)(I); 47 U.S.C. 902(b)(2)(M); 47 U.S.C. 904(c)(1).

I. Introduction

On July 1, 1997, The President directed the Secretary of Commerce to privatize, increase competition in, and promote international participation in the domain name system. Domain names are the familiar and easy to remember names for Internet computers (e.g. ``www.ecommerce.gov''). They map to unique Internet Protocol (IP) numbers (e.g., 98.37.241.30) that serve as routing addresses on the Internet. The domain name system (DNS) translates Internet names into the IP numbers needed for transmission of information across the network. On July 2, 1997, the Department of Commerce issued a Request for Comments (RFC) on DNS administration (62 FR 35896). This proposed rule, shaped by over 430 comments received in response to the RFC, provides notice and seeks public comment on a proposal to transfer control of Internet domain names from government to a private, nonprofit corporation.

II. Background

Today's Internet is an outgrowth of U.S. government investments in packet-switching technology and communications networks carried out under agreements with the Defense Advanced Research Projects Agency (DARPA), the National Science Foundation (NSF) and other U.S. research agencies. The government encouraged bottom-up development of networking technologies through work at NSF, which established the NSFNET as a network for research and education. The NSFNET fostered a wide range of applications, and in 1992 the U.S. Congress gave the National Science Foundation statutory authority to commercialize the NSFNET, which formed the basis for today's Internet.

As a legacy, major components of the domain name system are still performed by or subject to agreements with agencies of the U.S. government.

A. Assignment of Numerical Addresses to Internet Users

Every Internet computer has a unique IP number. The Internet Assigned Numbers Authority (IANA), headed by Dr. Jon Postel of the Information Sciences Institute (ISI) at the University of Southern California, coordinates this system by allocating blocks of numerical addresses to regional IP registries (ARIN in North America, RIPE in Europe, and APNIC in the Asia/Pacific region), under contract with DARPA. In turn, larger Internet service providers apply to the regional IP registries for blocks of IP addresses. The recipients of those address blocks then reassign addresses to smaller Internet service providers and to end users.

B. Management of the System of Registering Names for Internet Users

The domain name space is constructed as a hierarchy. It is divided into top level domains (TLDs), with each TLD then divided into second level domains (SLDs), and so on. More than 200 national, or country-code, TLDs (ccTLDs) are administered by their corresponding governments

or by private entities with the appropriate national government's acquiescence. A small set of generic top-level domains (gTLDs) do not carry any national identifier, but denote the intended function of that portion of the domain space. For example, .com was established for commercial users, .org for not-for-profit organizations, and .net for network service providers. The registration and propagation of these key gTLDs are performed by Network Solutions, Inc. (NSI), a Virginia based company, under a five-year cooperative agreement with NSF. This agreement includes an optional ramp-down period that expires on September 30, 1998.

C. Operation of the Root Server System

The root server system contains authoritative databases listing the TLDs so that an Internet message can be routed to its destination. Currently, NSI operates the ``A'' root server, which maintains the authoritative root database and replicates changes to the other root servers on a daily basis. Different organizations, including NSI, operate the other 12 root servers. In total, the U.S. government plays a direct role in the operation of half of the world's root servers. Universal connectivity on the Internet cannot be guaranteed without a set of authoritative and consistent roots.

D. Protocol Assignment

The Internet protocol suite, as defined by the Internet Engineering Task Force (IETF), contains many technical parameters, including protocol numbers, port numbers, autonomous system numbers, management information base object identifiers and others. The common use of these protocols by the Internet community requires that the particular values used in these fields be assigned uniquely. Currently, IANA, under contract with DARPA, makes these assignments and maintains a registry of the assigned values.

III. The Need For Change

From its origins as a U.S.-based research vehicle, the Internet is rapidly becoming an international medium for commerce, education and communication. The traditional means

[[Page 8827]]

of organizing its technical functions need to evolve as well. The pressures for change are coming from many different quarters:

- <bullet> There is widespread dissatisfaction about the absence of competition in domain name registration.

- bullet Mechanisms for resolving conflict between trademark holders and domain name holders are expensive and cumbersome.

- <bullet> Without changes, a proliferation of lawsuits could lead to chaos as tribunals around the world apply the antitrust law and intellectual property law of their jurisdictions to the Internet.

- <bullet> Many commercial interests, staking their future on the successful growth of the Internet, are calling for a more formal and robust management structure.

- bullet An increasing percentage of Internet users reside outside of the U.S., and those stakeholders want a larger voice in Internet coordination.

- <bullet> As Internet names increasingly have commercial value, the decision to add new top level domains cannot continue to be made on an ad hoc basis by entities or individuals that are not formally accountable to the Internet community.

- <bullet> As the Internet becomes commercial, it becomes inappropriate for U.S. research agencies (NSF and DARPA) to participate in and fund these functions.

IV. The Future Role of the U.S. Government in the DNS

On July 1, 1997, as part of the Clinton Administration's Framework for Global Electronic Commerce, the President directed the Secretary of Commerce to privatize, increase competition in, and promote international participation in the domain name system.

Accordingly, on July 2, 1997, the Department of Commerce issued a Request for Comments (RFC) on DNS administration, on behalf of an inter-agency working group previously formed to explore the appropriate future role of the U.S. government in the DNS. The RFC solicited public input on issues relating to the overall framework of the DNS system, the creation of new top-level domains, policies for registrars, and trademark issues. During the comment period, over 430 comments were received, amounting to some 1500 pages.¹

\1\ The RFC and comments received are available on the Internet at the following address: <<http://www.ntia.doc.gov>>.

This discussion draft, shaped by the public input described above, provides notice and seeks public comment on a proposal to improve the technical management of Internet names and addresses. It does not propose a monolithic structure for Internet governance. We doubt that the Internet should be governed by one plan or one body or even by a series of plans and bodies. Rather, we seek to create mechanisms to solve a few, primarily technical (albeit critical) questions about administration of Internet names and numbers.

We expect that this proposal will likely spark a lively debate, requiring thoughtful analysis, and appropriate revisions. Nonetheless, we are hopeful that reasonable consensus can be found and that, after appropriate modifications, implementation can begin in April, 1998. Recognizing that no solution will win universal support, the U.S. government seeks as much consensus as possible before acting.

V. Principles for a New System

Our consultations have revealed substantial differences among Internet stakeholders on how the domain name system should evolve. Since the Internet is changing so rapidly, no one entity or individual can claim to know what is best for the Internet. We certainly do not believe that our views are uniquely prescient. Nevertheless, shared principles have emerged from our discussions with Internet stakeholders.

A. Stability

The U.S. government should end its role in the Internet number and name address systems in a responsible manner. This means, above all else, ensuring the stability of the Internet. The Internet functions well today, but its current technical management is probably not viable over the long term. We should not wait for it to break down before acting. Yet, we should not move so quickly, or depart so radically from the existing structures, that we disrupt the functioning of the Internet. The introduction of a new system should not disrupt current operations, or create competing root systems.

B. Competition

The Internet succeeds in great measure because it is a decentralized system that encourages innovation and maximizes individual freedom. Where possible, market mechanisms that support competition and consumer choice should drive the technical management of the Internet because they will promote innovation, preserve diversity, and enhance user choice and satisfaction.

C. Private, Bottom-Up Coordination

Certain technical management functions require coordination. In these cases, responsible, private-sector action is preferable to government control. A private coordinating process is likely to be more flexible than government and to move rapidly enough to meet the changing needs of the Internet and of Internet users. The private process should, as far as possible, reflect the bottom-up governance that has characterized development of the Internet to date.

D. Representation

Technical management of the Internet should reflect the diversity of its users and their needs. Mechanisms should be established to ensure international input in decision making.

In keeping with these principles, we divide the name and number functions into two groups, those that can be moved to a competitive system and those that should be coordinated. We then suggest the creation of a representative, not-for-profit corporation to manage the coordinated functions according to widely accepted objective criteria. We then suggest the steps necessary to move to competitive markets in those areas that can be market driven. Finally, we suggest a transition plan to ensure that these changes occur in an orderly fashion that preserves the stability of the Internet.

VI. The Proposal

A. The Coordinated Functions

Management of number addresses is best done on a coordinated basis. As technology evolves, changes may be needed in the number allocation system. These changes should also be undertaken in a coordinated fashion.

Similarly, coordination of the root server network is necessary if the whole system is to work smoothly. While day-to-day operational tasks, such as the actual operation and maintenance of the Internet root servers, can be contracted out, overall policy guidance and control of the TLDs and the Internet root server system should be vested in a single organization that is representative of Internet users.

Finally, coordinated maintenance and dissemination of the protocol parameters for Internet addressing will best preserve the stability and interconnectivity of the Internet.

We propose the creation of a private, not-for-profit corporation (the new corporation) to manage the coordinated functions in a stable and open institutional framework. The new corporation should operate as a private

[[Page 8828]]

entity for the benefit of the Internet as a whole. The new corporation would have the following authority:

1. To set policy for and direct the allocation of number blocks to regional number registries for the assignment of Internet addresses;
2. To oversee the operation of an authoritative root server system;
3. To oversee policy for determining, based on objective criteria clearly established in the new organization's charter, the circumstances under which new top level domains are added to the root system; and
4. To coordinate the development of other technical protocol parameters as needed to maintain universal connectivity on the Internet.

The U.S. government would gradually transfer existing IANA functions, the root system and the appropriate databases to this new

not-for-profit corporation. This transition would commence as soon as possible, with operational responsibility moved to the new entity by September 30, 1998. The U.S. government would participate in policy oversight to assure stability until the new corporation is established and stable, phasing out as soon as possible and in no event later than September 30, 2000. The U.S. Department of Commerce will coordinate the U.S. government policy role. In proposing these dates, we are trying to balance concerns about a premature U.S. government exit that turns the domain name system over to a new and untested entity against the concern that the U.S. government will never relinquish its current management role.

The new corporation will be funded by domain name registries and regional IP registries. Initially, current IANA staff will move to this new organization to provide continuity and expertise throughout the period of time it takes to establish the new corporation. The new corporation should hire a chief executive officer with a background in the corporate sector to bring a more rigorous management to the organization than was possible or necessary when the Internet was primarily a research medium. As these functions are now performed in the United States, the new corporation will be headquartered in the United States, and incorporated under U.S. law as a not-for-profit corporation. It will, however, have and report to a board of directors from around the world.

It is probably impossible to establish and maintain a perfectly representative board for this new organization. The Internet community is already extraordinarily diverse and likely to become more so over time. Nonetheless, the organization and its board must derive legitimacy from the participation of key stakeholders. Since the organization will be concerned mainly with numbers, names and protocols, its board should represent membership organizations in each of these areas, as well as the direct interests of Internet users.

The board of directors for the new corporation should be balanced to equitably represent the interests of IP number registries, domain name registries, domain name registrars, the technical community, and Internet users (commercial, not for profit, and individuals). Officials of governments or intergovernmental organizations should not serve on the board of the new corporation. Seats on the initial board might be allocated as follows:

- bullet Three directors from a membership association of regional number registries, representing three different regions of the world. Today this would mean one each from ARIN, APNIC and RIPE. As additional regional number registries are added, board members could be designated on a rotating basis or elected by a membership organization made up of regional registries. ARIN, RIPE and APNIC are open membership organizations that represent entities with large blocks of numbers. They have the greatest stake in and knowledge of the number address system. They are also representative internationally.

- <bullet> Two members designated by the Internet Architecture Board (IAB), an international membership board that represents the technical community of the Internet.

- bullet Two members designated by a membership association (to be created) representing domain name registries and registrars.

Seven members designated by a membership association (to be created) representing Internet users. At least one of those board seats could be designated for an individual or entity engaged in non commercial, not-for-profit use of the Internet, and one for individual end users. The remaining seats could be filled by commercial users, including trademark holders.

- bullet The CEO of the new corporation would serve on the board of directors.

The new corporation's processes should be fair, open and pro-competitive, protecting against capture by a narrow group of stakeholders. Its decision making processes should be sound and transparent; the bases for its decisions should be recorded and made publicly available. Super-majority or even consensus requirements may

be useful to protect against capture by a self-interested faction. The new corporation's charter should provide a mechanism whereby its governing body will evolve to reflect changes in the constituency of Internet stakeholders. The new corporation should establish an open process for the presentation of petitions to expand board representation.

In performing the functions listed above, the new corporation will act much like a standard-setting body. To the extent that the new corporation operates in an open and pro-competitive manner, its actions will withstand antitrust scrutiny. Its standards should be reasonably based on, and no broader than necessary to promote its legitimate coordinating objectives. Under U.S. law, a standard-setting body can face antitrust liability if it is dominated by an economically interested entity, or if standards are set in secret by a few leading competitors. But appropriate processes and structure will minimize the possibility that the body's actions will be, or will appear to a court to be, anti-competitive.

B. The Competitive Functions

The system for registering second-level domain names and the management of the TLD registries should become competitive and market-driven.

In this connection, we distinguish between registries and registrars. A ``registry,'' as we use the term, is responsible for maintaining a TLD's zone files, which contain the name of each SLD in that TLD and each SLD's corresponding IP number. Under the current structure of the Internet, a given TLD can have no more than one registry. A ``registrar'' acts as an interface between domain-name holders and the registry, providing registration and value-added services. It submits to the registry zone file information and other data (including contact information) for each of its customers in a single TLD. Currently, NSI acts as both the exclusive registry and as the exclusive registrar for .com, .net, .org, and .edu.

Both registry and registrar functions could be operated on a competitive basis. Just as NSI acts as the registry for .com, .net, and .org, other companies could manage registries with different TLDs such as .vend or .store. Registrars could provide the service of obtaining domain names for customers in any gTLD. Companies that design Web sites for customers might, for example, provide registration as an adjunct to other services. Other companies may perform this function as a stand-alone business.

There appears to be strong consensus that, at least at this time, domain name

[[Page 8829]]

registration--the registrar function--should be competitive. There is disagreement, however, over the wisdom of promoting competition at the registry level.

Some have made a strong case for establishing a market driven registry system. Competition among registries would allow registrants to choose among TLDs rather than face a single option. Competing TLDs would seek to heighten their efficiency, lower their prices, and provide additional value added services. Investments in registries could be recouped through branding and marketing. The efficiency, convenience, and service levels associated with the assignment of names could ultimately differ from one TLD registry to another. Without these types of market pressures, they argue, registries will have very little incentive to innovate.

Others feel strongly, however, that if multiple registries are to exist, they should be undertaken on a not-for-profit basis. They argue that lack of portability among registries (that is, the fact that users cannot change registries without adjusting at least part of their domain name string) could create lock-in problems and harm consumers.

For example, a registry could induce users to register in a top-level domain by charging very low prices initially and then raise prices dramatically, knowing that name holders will be reluctant to risk established business by moving to a different top-level domain.

We concede that switching costs and lock-in could produce the scenario described above. On the other hand, we believe that market mechanisms may well discourage this type of behavior. On balance, we believe that consumers will benefit from competition among market oriented registries, and we thus support limited experimentation with competing registries during the transition to private sector administration of the domain name system.

C. The Creation of New gTLDs

Internet stakeholders disagree about who should decide when a new top-level domain can be added and how that decision should be made. Some believe that anyone should be allowed to create a top-level domain registry. They argue that the market will decide which will succeed and which will not. Others believe that such a system would be too chaotic and would dramatically increase customer confusion. They argue that it would be far more complex technically, because the root server system would have to point to a large number of top-level domains that were changing with great frequency. They also point out that it would be much more difficult for trademark holders to protect their trademarks if they had to police a large number of top-level domains.

All these arguments have merit, but they all depend on facts that only further experience will reveal. At least in the short run, a prudent concern for the stability of the system requires that expansion of gTLDs proceed at a deliberate and controlled pace to allow for evaluation of the impact of the new gTLDs and well-reasoned evolution of the domain space. The number of new top level domains should be large enough to create competition among registries and to enable the new corporation to evaluate the functioning, in the new environment, of the root server system and the software systems that enable shared registration. At the same time, it should not be so large as to destabilize the Internet.

We believe that during the transition to private management of the DNS, the addition of up to five new registries would be consistent with these goals. At the outset, we propose that each new registry be limited to a single top-level domain. During this period, the new corporation should evaluate the effects that the addition of new gTLDs have on the operation of the Internet, on users, and on trademark holders. After this transition, the new corporation will be in a better position to decide whether or when the introduction of additional gTLDs is desirable.

Individual companies and consortia alike may seek to operate specific generic top level domains. Competition will take place on two levels. First, there will be competition among different generic top-level domains. Second, registrars will compete to register clients into these generic top-level domains. By contrast, existing national registries will continue to administer country code top level domains if these national government seek to assert those rights. Changes in the registration process for these domains are up to the registries administering them and their respective national governments.

Some have called for the creation of a more descriptive system of top-level domains based on industrial classifications or some other easy to understand schema. They suggest that having multiple top-level domains is already confusing and that the addition of new generic TLDs will make it more difficult for users to find the companies they are seeking.

Market driven systems result in innovation and greater consumer choice and satisfaction in the long run. We expect that in the future, directory services of various sorts will make it easy for users to find the sites they seek regardless of the number of top-level domains. Attempts to impose too much central order risk stifling a medium like

the Internet that is decentralized by nature and thrives on freedom and innovation.

D. The Trademark Dilemma

It is important to keep in mind that trademark/domain name disputes arise very rarely on the Internet today. NSI, for example, has registered millions of domain names, only a tiny fraction of which have been challenged by a trademark owner. But where a trademark is unlawfully used as a domain name, consumers may be misled about the source of the product or service offered on the Internet, and trademark owners may not be able to protect their rights without very expensive litigation.

For cyberspace to function as an effective commercial market, businesses must have confidence that their trademarks can be protected. On the other hand, management of the Internet must respond to the needs of the Internet community as a whole, and not trademark owners exclusively. The balance we strike is to provide trademark holders with the same rights they have in the physical world, to ensure transparency, to guarantee a dispute resolution mechanism with resort to a court system, and to add new top-level domains carefully during the transition to private sector coordination of the domain name system.

There are certain steps that could be taken in the application process that would not be difficult for an applicant, but that would make the trademark owner's job easier. For instance, gTLD registrants could supply basic information including the applicant's name and sufficient contact information to be able to locate the applicant or its representative. To deter the pirating of domain names, the registry could also require applicants to certify that it knows of no entity with superior rights in the domain name it seeks to register.

The job of policing trademarks could be considerably easier if domain name databases were readily searchable through a common interface to determine what names are registered, who holds those domain names, and how to contact a domain name holder. Many trademark holders find the current registration search tool, who is, too limited in its functioning to be effective for this purpose. A more robust and flexible search tool, which features multiple field or string searching and retrieves similar names, could be

[[Page 8830]]

employed or developed to meet the needs of trademark holders. The databases also could be kept up to date by a requirement that domain name registrants maintain up-to-date contact information.

Mechanisms that allow for on-line dispute resolution could provide an inexpensive and efficient alternative to litigation for resolving disputes between trademark owners and domain name registrants. A swift dispute resolution process could provide for the temporary suspension of a domain name registration if an adversely affected trademark holder objects within a short time, e.g. 30 days, of the initial registration. We seek comment on whether registries should be required to resolve disputes within a specified period of time after an opposition is filed, and if so, how long that period should be.

Trademark holders have expressed concern that domain name registrants in faraway places may be able to infringe their rights with no convenient jurisdiction available in which the trademark owner could file suit to protect those rights. At the time of registration, registrants could agree that, in the event of a trademark dispute involving the name registered, jurisdiction would lie where the registry is domiciled, where the registry database is maintained, or where the ``A'' root server is maintained. We seek comment on this proposal, as well as suggestions for how such jurisdictional provisions could be implemented.

Trademark holders have also called for the creation of some

mechanism for ``clearing'' trademarks, especially famous marks, across a range of gTLDs. Such mechanisms could reduce trademark conflict associated with the addition of new gTLDs. Again, we seek comment on this proposal, and suggested mechanisms for trademark clearance processes.

We stop short of proposals that could significantly limit the flexibility of the Internet, such as waiting periods or not allowing any new top-level domains.

We also do not propose to establish a monolithic trademark dispute resolution process at this time, because it is unclear what system would work best. Even trademark holders we have consulted are divided on this question. Therefore, we propose that each name registry must establish minimum dispute resolution and other procedures related to trademark considerations. Those minimum procedures are spelled out in Appendix 2. Beyond those minimums, registries would be permitted to establish additional trademark protection and trademark dispute resolution mechanisms.

We also propose that shortly after their introduction into the root, a study be undertaken on the effects of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property right holders. This study should be conducted under the auspices of a body that is internationally recognized in the area of dispute resolution procedures, with input from trademark and domain name holders and registries. The findings of this study should be submitted to the board of the new corporation and considered when it makes decisions on the creation and introduction of new gTLDs. Information on the strengths and weaknesses of different dispute resolution procedures should also give the new corporation guidance for deciding whether the established minimum criteria for dispute resolution should be amended or maintained. Such a study could also provide valuable input with respect to trademark harmonization generally.

U.S. trademark law imposes no general duty on a registrar to investigate the propriety of any given registration.² Under existing law, a trademark holder can properly file a lawsuit against a domain name holder that is infringing or diluting the trademark holder's mark. But the law provides no basis for holding that a registrar's mere registration of a domain name, at the behest of an applicant with which it has an arm's length relationship, should expose it to liability.³ Infringers, rather than registrars, registries, and technical management bodies, should be liable for trademark infringement. Until case law is fully settled, however, registries can expect to incur legal expenses in connection with trademark disputes as a cost of doing business. These costs should not be borne by the new not-for-profit corporation, and therefore registries should be required to indemnify the new corporation for costs incurred in connection with trademark disputes. The evolution of litigation will be one of the factors to be studied by the group tasked to review Internet trademark issues as the new structure evolves.

\2\ See generally *MDT Corp. v. New York Stock Exchange*, 858 F. Supp. 1028 (C.D. Calif. 1994).

\3\ See *Lockheed Martin Corp. v. Network Solutions, Inc.*, 1997 WL 721899 (C.D. Calif. 11/17/97); *Panavision International v. Toeppen*, 1996 U.S. Dist. LEXIS 20744, 41 U.S.P.Q.2d 1310 (C.D. Calif. 1996).

E. The Intellectual Infrastructure Fund

In 1995, NSF authorized NSI to assess new domain name registrants a \$50 fee per year for the first two years, 30 percent of which was to be deposited in a fund for the preservation and enhancement of the intellectual infrastructure of the Internet (the ``Intellectual

Infrastructure Fund'').

In excess of \$46 Million has been collected to date. In 1997, Congress authorized the crediting of \$23 Million of the funds collected to the Research and Related Activities Appropriation of the National Science Foundation to support the development of the Next Generation Internet. The establishment of the Intellectual Infrastructure Fund currently is the subject of litigation in the U.S. District Court for the District of Columbia.

As the U.S. government is seeking to end its role in the domain name system, we believe the provision in the cooperative agreement regarding allocation of a portion of the registration fee to the Internet Intellectual Infrastructure Fund should terminate on April 1, 1998, the beginning of the ramp-down period of the cooperative agreement.

VII. The Transition

A number of steps must be taken to create the system envisioned in this paper.

1. The new not-for-profit organization must be established and its board chosen.

2. The membership associations representing (1) registries and registrars, and (2) Internet users, must be formed.

3. An agreement must be reached between the U.S. government and the current IANA on the transfer of IANA functions to the new organization.

4. NSI and the U.S. government must reach agreement on the terms and conditions of NSI's evolution into one competitor among many in the registrar and registry marketplaces. A level playing field for competition must be established.

5. The new corporation must establish processes for determining whether an organization meets the transition period criteria for prospective registries and registrars.

6. A process must be laid out for making the management of the root server system more robust and secure, and, for transitioning that management from U.S. government auspices to those of the new corporation.

A. The NSI Agreement

The U.S. government will ramp down the NSI cooperative agreement and phase it out by the end of September 1998. The ramp down agreement with NSI should reflect the following terms and conditions designed to promote competition in the domain name space.

[[Page 8831]]

1. NSI will effectively separate and maintain a clear division between its current registry business and its current registrar business. NSI will continue to operate .com, .net and .org but on a fully shared-registry basis; it will shift operation of .edu to a not-for profit entity. The registry will treat all registrars on a nondiscriminatory basis and will price registry services according to an agreed upon formula for a period of time.

2. As part of the transition to a fully shared-registry system, NSI will develop (or license) and implement the technical capability to share the registration of its top-level domains with any registrar so that any registrar can register domain names there in as soon as possible, by a date certain to be agreed upon.

3. NSI will give the U.S. government a copy and documentation of all the data, software, and appropriate licenses to other intellectual property generated under the cooperative agreement, for use by the new corporation for the benefit of the Internet.

4. NSI will turn over control of the ``A'' root server and the management of the root server system when instructed to do so by the U.S. government.

5. NSI will agree to meet the requirements for registries and registrars set out in Appendix 1.

B. Competitive Registries, Registrars, and the Addition of New gTLDs

Over the past few years, several groups have expressed a desire to enter the registry or registrar business. Ideally, the U.S. government would stay its hand, deferring the creation of a specific plan to introduce competition into the domain name system until such time as the new corporation has been organized and given an opportunity to study the questions that such proposals raise. Should the transition plan outlined below, or some other proposal, fail to achieve substantial consensus, that course may well need to be taken.

Realistically, however, the new corporation cannot be established overnight. Before operating procedures can be established, a board of directors and a CEO must be selected. Under a best case scenario, it is unlikely that the new corporation can be fully operational before September 30, 1998. It is our view, based on widespread public input, that competition should be introduced into the DNS system more quickly.

We therefore set out below a proposal to introduce competition into the domain name system during the transition from the existing U.S. government authority to a fully functioning coordinating body. This proposal is designed only for the transition period. Once the new corporation is formed, it will assume authority over the terms and conditions for the admission of new top-level domains.

Registries and New gTLDs

This proposal calls for the creation of up to five new registries, each of which would be initially permitted to operate one new gTLD. As discussed above, that number is large enough to provide valuable information about the effects of adding new gTLDs and introducing competition at the registry level, but not so large as to threaten the stability of the Internet during this transition period. In order to designate the new registries and gTLDs, IANA must establish equitable, objective criteria and processes for selecting among a large number of individuals and entities that want to provide registry services. Unsuccessful applicants will be disappointed.

We have examined a number of options for recognizing the development work already underway in the private sector. For example, some argue for the provision of a "pioneer preference" or other grand fathering mechanism to limit the pool of would-be registrants to those who, in response to previous IANA requests, have already invested in developing registry businesses. While this has significant appeal and we do not rule it out, it is not an easy matter to determine who should be in that pool. IANA would be exposed to considerable liability for such determinations, and required to defend against charges that it acted in an arbitrary or inequitable manner. We welcome suggestions as to whether the pool of applicants should be limited, and if so, on what basis.

We propose, that during the transition, the first five entities (whether from a limited or unlimited pool) to meet the technical, managerial, and site requirements described in Appendix 1 will be allowed to establish a domain name registry. The IANA will engage neutral accounting and technical consultancy firms to evaluate a proposed registry under these criteria and certify an applicant as qualified. These registries may either select, in order of their qualification, from a list of available gTLDs or propose another gTLD to IANA. (We welcome suggestions on the gTLDs that should be immediately available and would propose a list based on that input, as well as any market data currently available that indicates consumer interest in particular gTLDs.)

The registry will be permitted to provide and charge for value-added services, over and above the basic services provided to registrars. At least at this time, the registry must, however, operate on a shared registry basis, treating all registrars on a nondiscriminatory basis, with respect to pricing, access and rules.

Each TLD's registry should be equally accessible to any qualified registrar, so that registrants may choose their registrars competitively on the basis of price and service. The registry will also have to agree to modify its technical capabilities based on protocol changes that occur in Internet technology so that interoperability can be preserved. At some point in the future, the new organization may consider the desirability of allowing the introduction of non shared registries.

Registrars

Any entity will be permitted to provide registrar services as long as it meets the basic technical, managerial, and site requirements as described in Appendix 1 of this paper. Registrars will be allowed to register clients into any top-level domain for which the client satisfies the eligibility rules, if any.

C. The Root Server System

IANA and the U.S. government, in cooperation with NSI, the IAB, and other relevant organizations will undertake a review of the root server system to recommend means to increase the security and professional management of the system. The recommendations of the study should be implemented as part of the transition process to the new corporation.

D. The .us Domain

At present, the IANA administers .us as a locality based hierarchy in which second level domain space is allocated to states and US territories. This name space is further subdivided into localities. General registration under localities is performed on an exclusive basis by private firms that have requested delegation from IANA. The .us name space has typically been used by branches of state and local governments, although some commercial names have been assigned. Where registration for a locality has not been delegated, the IANA itself serves as the registrar.

\4\ Management principles for the .us domain space are set forth in Internet RFC 1480, (<http://www.isi.edu/in-notes/rfc1480.txt>)

Some in the Internet community have suggested that the pressure for unique identifiers in the .com gTLD could be relieved if commercial use of the .us space was encouraged. Commercial

[[Page 8832]]

users and trademark holders, however, find the current locality based system too cumbersome and complicated for commercial use. Expanded use of the .us TLD could alleviate some of the pressure for new generic TLDs and reduce conflicts between American companies and others vying for the same domain name.

Clearly, there is much opportunity for enhancing the .us domain space, and the .us domain could be expanded in many ways without displacing the current geopolitical structure. Over the next few months, the U.S. government will work with the private sector and state and local governments to determine how best to make the .us domain more attractive to commercial users. It may also be appropriate to move the gTLDs traditionally reserved for U.S. government use (i.e. .gov and .mil), into a reformulated .us ccTLD.

The U.S. government will further explore and seek public input on these issues through a separate Request for Comment on the evolution of the .us name space. However, we welcome any preliminary comments at this time.

E. The Process

The U.S. government recognizes that its unique role in the Internet domain name system should end as soon as is practical. We also recognize an obligation to end this involvement in a responsible manner that preserves the stability of the Internet. We cannot cede authority to any particular commercial interest or any specific coalition of interest groups. We also have a responsibility to oppose any efforts to fragment the Internet, as this would destroy one of the key factors-- interoperability--that has made the Internet so successful.

Our goal is to seek as strong a consensus as possible so that a new, open, and accountable system can emerge that is legitimate in the eyes of all Internet stakeholders. It is in this spirit that we present this paper for discussion.

VIII. Other Information

Executive Order 12866

This proposal has been determined not to be significant under section 3(f) of Executive Order 12866.

Executive Order 12612

This rule does not contain policies with Federalism implications sufficient to warrant preparation of a Federalism assessment under Executive Order 12612.

Regulatory Flexibility Act

The Assistant General Counsel for Legislation and Regulation of the Department of Commerce certified to the Chief Counsel for Advocacy, the Small Business Administration that this proposed rule, if adopted, would not have a significant economic impact on a substantial number of small entities as follows:

We believe that the overall effect of the proposal will be highly beneficial. No negative effects are envisioned at this time. In fact, businesses will enjoy a reduction in the cost of registering domain names as a result of this proposal. In 1995, the National Science Foundation authorized a registration fee of \$50 per year for the first two years, 30 percent of which was to be deposited in a fund for the preservation and enhancement of the intellectual infrastructure of the Internet (the ``Intellectual Infrastructure Fund''). The proposal seeks to terminate the agreement to earmark a portion of the registration fee to the Intellectual Infrastructure Fund. We also believe that a competitive registration system will lead to reduced fees in registering domain names.

The proposal is pro competitive because it transfers the current system of domain name registration to a market-driven registry system. Moreover, as the Internet becomes more important to commerce, particularly small businesses, it is crucial that a more formal and robust management structure be implemented. As the commercial value of Internet names increases, decisions regarding the addition of new top-level domains should be formal, certain, and accountable to the Internet community. For example, presently, mechanisms for resolving disputes between trademark holders and domain name holders are expensive and cumbersome. The proposal requires each name registry to establish an inexpensive and efficient dispute resolution system as well as other procedures related to trademark consideration.

The U.S. government would gradually transfer existing Internet Assigned Numbers Authority (IANA) functions, the root system and the appropriate databases to a new not-for-profit corporation by September 30, 1998. The U.S. government would, however, participate in policy oversight to assure stability until the new corporation is established and stable, phasing out completely no later than September 30, 2000. Accordingly, the transition period would afford the U.S. government an

opportunity to determine if the structure of the new corporation negatively impacts small entities. Moreover, the corporation would be headquartered in the U.S. and incorporated under U.S. law. Accordingly, the corporation would be subject to antitrust scrutiny if dominated by economically interested entities, or if its standards are established by a few leading competitors.

As a result, no initial regulatory flexibility analysis has been prepared.

Paperwork Reduction Act

This rule does not contain information collection requirements subject to the provisions of the Paperwork Reduction Act.

Kathy Smith,

Acting Deputy Assistant Secretary for Communications and Information.

Appendix 1--Recommended Registry and Registrar Requirements

In order to ensure the stability of the Internet's domain name system, protect consumers, and preserve the intellectual property rights of trademark owners, all registries of generic top-level domain names must meet the set of technical, managerial, and site requirements outlined below. Only prospective registries that meet these criteria will be allowed by IANA to register their gTLD in the ``A'' server. If, after it begins operations, a registry no longer meets these requirements, IANA may transfer management of the domain names under that registry's gTLD to another organization.

Independent testing, reviewing, and inspection called for in the requirements for registries should be done by appropriate certifying organizations or testing laboratories rather than IANA itself, although IANA will define the requirements and the procedures for tests and audits.

These requirements apply only to generic TLDs. They will apply to both existing gTLDs (e.g., .com, .edu., .net, .org) and new gTLDs. Although they are not required to, we expect many ccTLD registries and registrars may wish to assure their customers that they meet these requirements or similar ones.

Registries will be separate from registrars and have only registrars as their customers. If a registry wishes to act both as registry and registrar for the same TLD, it must do so through separate subsidiaries. Appropriate accounting and confidentiality safeguards shall be used to ensure that the registry subsidiary's business is not utilized in any manner to benefit the registrar subsidiary to the detriment of any other registrar.

Each top-level domain (TLD) database will be maintained by only one registry and, at least initially, each new registry can host only one TLD.

Registry Requirements

1. An independently tested, functioning Database and Communications System that:

a. Allows multiple competing registrars to have secure access (with encryption and authentication) to the database on an equal (first come, first served) basis.

[[Page 8833]]

b. Is both robust (24 hours per day, 365 days per year) and scalable (i.e., capable of handling high volumes of entries and inquiries).

c. Has multiple high-throughput (i.e., at least T1) connections to the Internet via at least two separate Internet Service Providers.

d. Includes a daily data backup and archiving system.

e. Incorporates a record management system that maintains copies of all transactions, correspondence, and communications with registrars for at least the length of a registration contract.

f. Features a searchable, on-line database meeting the requirements of Appendix 2.

g. Provides free access to the software and customer interface that a registrar would need to register new second level domain names.

h. An adequate number (perhaps two or three) of globally-positioned zone-file servers connected to the Internet for each TLD.

2. Independently reviewed Management Policies, Procedures, and Personnel including:

a. Alternate (i.e., non-litigation) dispute resolution providing a timely and inexpensive forum for trademark-related complaints. (These procedures should be consistent with applicable national laws and compatible with any available judicial or administrative remedies.)

b. A plan to ensure that the registry's obligations to its customers will be fulfilled in the event that the registry goes out of business. This plan must indicate how the registry would ensure that domain name holders will continue to have use of their domain name and that operation of the Internet will not be adversely affected.

c. Procedures for assuring and maintaining the expertise and experience of technical staff.

d. Commonly-accepted procedures for information systems security to prevent malicious hackers and others from disrupting operations of the registry.

3. Independently inspected Physical Sites that feature:

a. A backup power system including a multi-day power source.

b. A high level of security due to twenty four hour guards and appropriate physical safeguards against intruders.

c. A remotely-located, fully redundant and staffed twin facility with ``hot switchover'' capability in the event of a main facility failure caused by either a natural disaster (e.g., earthquake or tornado) or an accidental (fire, burst pipe) or deliberate (arson, bomb) man-made event. (This might be provided at, or jointly supported with, another registry, which would encourage compatibility of hardware and commonality of interfaces.)

Registrar Requirements

Registries will set standards for registrars with which they wish to do business. The following are the minimal qualifications that IANA should mandate that each registry impose and test or inspect before allowing a registrar to access its database(s). Any additional requirements imposed by registries on registrars must be approved by IANA and should not affect the stability of the Internet or substantially reduce competition in the registrar business. Registries may refuse to accept registrations from registrars that fail to meet these requirements and may remove domain names from the registries if at a later time the registrar which registered them no longer meets the requirements for registrars.

1. A functioning Database and Communications System that supports:

a. Secure access (with encryption and authentication) to the registry.

b. Robust and scalable operations capable of handling moderate volumes.

c. Multiple connections to the Internet via at least two Internet Service Providers.

d. A daily data backup and archival system.

e. A record management system that maintains copies of all transactions, correspondence, and communications with all registries for at least the length of a registration contract.

2. Management Policies, Procedures, and Personnel including:
 - a. A plan to ensure that the registrar's obligations to its customers and to the registries will be fulfilled in the event that the registrar goes out of business. This plan must indicate how the registrar would ensure that domain name holders will continue to have use of their domain name and that operation of the Internet will not be adversely affected.
 - b. Commonly-accepted procedures for information systems security to prevent malicious hackers and others from disrupting operations.
3. Independently inspected Physical Sites that features:
 - a. A backup power system.
 - b. A high level of security due to twenty-four-hour guards and appropriate physical safeguards against intruders.
 - c. Remotely-stored backup files to permit recreation of customer records.

Appendix 2--Minimum Dispute Resolution and Other Procedures Related to Trademarks

1. Minimum Application Requirements.
 - a. Sufficient owner and contact information (e.g., names, mail address for service of process, e-mail address, telephone and fax numbers, etc.) to enable an interested party to contact either the owner/applicant or its designated representative; and a
 - b. Certification statement by the applicant that:

It is entitled to register the domain name for which it is applying and knows of no entity with superior rights in the domain name; and

--It intends to use the domain name.

2. Searchable Database Requirements.
 - a. Utilizing a simple, easy-to-use, standardized search interface that features multiple field or string searching and the retrieval of similar names, the following information must be included in all registry databases, and available to anyone with access to the Internet:

Up to date ownership and contact information;
--Up-to-date and historical chain of title information for the domain name;
--A mail address for service of process;
The date of the domain name registration; and
--The date an objection to registration of the domain name was filed.

3. Updated Ownership, Contact and Use Information.
 - a. At any time there is a change in ownership, the domain name owner must submit the following information:

Up to date contact and ownership information; and
--A description of how the owner is using the domain name, or, if the domain name is not in use, a statement to that effect.

4. Alternative Dispute Resolution of Domain Name Conflicts.
 - a. There must be a readily available and convenient dispute resolution process that requires no involvement by registrars.
 - b. Registries/Registrars will abide by the decisions resulting from an agreed upon dispute resolution process or by the decision of a court of competent jurisdiction.

If an objection to registration is raised within 30 days after registration of the domain name, a brief period of suspension during the pendency of the dispute will be provided by the registries.

[FR Doc. 98-4200 Filed 2-19-98; 8:45 am]
BILLING CODE 3510-60-P

EXHIBIT S



National Telecommunications and Information Administration

United States Department of Commerce

[Home](#) » [Publication](#) » [Federal Register Notice](#) » [1998](#)

Statement of Policy on the Management of Internet Names and Addresses

[Printer friendly version](#)

Topics

[Domain Name System](#)

Date:

June 05, 1998

Docket Number:

980212036-8146-02

UNITED STATES DEPARTMENT OF COMMERCE

Management of Internet Names and Addresses

Docket Number: 980212036-8146-02

AGENCY: National Telecommunications and Information Administration

ACTION: Statement of Policy

SUMMARY: On July 1, 1997, as part of the Clinton Administration's *Framework for Global Electronic Commerce*,⁽¹⁾ the President directed the Secretary of Commerce to privatize the domain name system (DNS) in a manner that increases competition and facilitates international participation in its management.

Accordingly, on July 2, 1997, the Department of Commerce issued a Request for Comments (RFC) on DNS administration. The RFC solicited public input on issues relating to the overall framework of the DNS administration, the creation of new top-level domains, policies for domain name registrars, and trademark issues. During the comment period, more than 430 comments were received, amounting to some 1500 pages.⁽²⁾

On January 30, 1998, the National Telecommunications and Information Administration (NTIA), an agency of the Department of Commerce, issued for comment, *A Proposal to*

Improve the Technical Management of Internet Names and Addresses The proposed rulemaking, or "Green Paper," was published in the Federal Register on February 20, 1998, providing opportunity for public comment. NTIA received more than 650 comments, as of March 23, 1998, when the comment period closed.⁽³⁾

The Green Paper proposed certain actions designed to privatize the management of Internet names and addresses in a manner that allows for the development of robust competition and facilitates global participation in Internet management. The Green Paper proposed for discussion a variety of issues relating to DNS management including private sector creation of a new not-for-profit corporation (the "new corporation") managed by a globally and functionally representative Board of Directors

EFFECTIVE DATE: This general statement of policy is not subject to the delay in effective date required of substantive rules under 5 U.S.C. § 553(d). It does not contain mandatory provisions and does not itself have the force and effect of law.⁽⁴⁾ Therefore, the effective date of this policy statement is [insert date of publication in the Federal Register].

FOR FURTHER INFORMATION CONTACT: Karen Rose, Office of International Affairs (OIA), Rm 4701, National Telecommunications and Information Administration (NTIA), U.S. Department of Commerce, 14th and Constitution Ave., NW, Washington, D.C., 20230. Telephone: (202) 482-0365. E-mail: dnspolicy@ntia.doc.gov

AUTHORITY: 15 U.S.C. § 1512; 15 U.S.C. § 1525; 47 U.S.C. § 902(b)(2)(H); 47 U.S.C. § 902(b)(2)(I); 47 U.S.C. § 902(b)(2)(M); 47 U.S.C. § 904(c)(1).

SUPPLEMENTARY INFORMATION:

Background:

Domain names are the familiar and easy-to-remember names for Internet computers (e.g., "www.ecommerce.gov"). They map to unique Internet Protocol (IP) numbers (e.g., 98.37.241.30) that serve as routing addresses on the Internet. The domain name system (DNS) translates Internet names into the IP numbers needed for transmission of information across the network.

U.S. Role in DNS Development:

More than 25 years ago, the U.S. Government began funding research necessary to develop packet switching technology and communications networks, starting with the "ARPANET" network established by the Department of Defense's Advanced Research Projects Agency (DARPA) in the 1960s. ARPANET was later linked to other networks established by other government agencies, universities and research facilities. During the 1970s, DARPA also funded the development of a "network of networks;" this became

known as the Internet, and the protocols that allowed the networks to intercommunicate became known as Internet protocols (IP).

As part of the ARPANET development work contracted to the University of California at Los Angeles (UCLA), Dr. Jon Postel, then a graduate student at the university, undertook the maintenance of a list of host names and addresses and also a list of documents prepared by ARPANET researchers, called Requests for Comments (RFCs). The lists and the RFCs were made available to the network community through the auspices of SRI International, under contract to DARPA and later the Defense Communication Agency (DCA) (now the Defense Information Systems Agency (DISA)) for performing the functions of the Network Information Center (the NIC).

After Dr. Postel moved from UCLA to the Information Sciences Institute (ISI) at the University of Southern California (USC), he continued to maintain the list of assigned Internet numbers and names under contracts with DARPA. SRI International continued to publish the lists. As the lists grew, DARPA permitted Dr. Postel to delegate additional administrative aspects of the list maintenance to SRI, under continuing technical oversight. Dr. Postel, under the DARPA contracts, also published a list of technical parameters that had been assigned for use by protocol developers. Eventually these functions collectively became known as the Internet Assigned Numbers Authority (IANA).

Until the early 1980s, the Internet was managed by DARPA, and used primarily for research purposes. Nonetheless, the task of maintaining the name list became onerous, and the Domain Name System (DNS) was developed to improve the process. Dr. Postel and SRI participated in DARPA's development and establishment of the technology and practices used by the DNS. By 1990, ARPANET was completely phased out.

The National Science Foundation (NSF) has statutory authority for supporting and strengthening basic scientific research, engineering, and educational activities in the United States, including the maintenance of computer networks to connect research and educational institutions. Beginning in 1987, IBM, MCI and Merit developed NSFNET, a national high speed network based on Internet protocols, under an award from NSF. NSFNET, the largest of the governmental networks, provided a "backbone" to connect other networks serving more than 4,000 research and educational institutions throughout the country. The National Aeronautics and Space Administration (NASA) and the U.S. Department of Energy also contributed backbone facilities.

In 1991-92, NSF assumed responsibility for coordinating and funding the management of the non-military portion of the Internet infrastructure. NSF solicited competitive proposals to provide a variety of infrastructure services, including domain name registration services. On December 31, 1992, NSF entered into a cooperative agreement with Network Solutions, Inc. (NSI) for some of these services, including the domain name registration services. Since that time, NSI has managed key registration, coordination, and maintenance functions of the Internet domain name system. NSI registers domain names in the generic top level domains (gTLDs) on a first come, first served basis and also maintains a directory linking domain names with the IP numbers of domain name servers. NSI also currently maintains the authoritative database of Internet registrations.

In 1992, the U S Congress gave NSF statutory authority to allow commercial activity on the NSFNET.⁽⁵⁾ This facilitated connections between NSFNET and newly forming commercial network service providers, paving the way for today's Internet. Thus, the U.S. Government has played a pivotal role in creating the Internet as we know it today. The U.S. Government consistently encouraged bottom-up development of networking technologies, and throughout the course of its development, computer scientists from around the world have enriched the Internet and facilitated exploitation of its true potential. For example, scientists at CERN, in Switzerland, developed software, protocols and conventions that formed the basis of today's vibrant World Wide Web. This type of pioneering Internet research and development continues in cooperative organizations and consortia throughout the world.

DNS Management Today

In recent years, commercial use of the Internet has expanded rapidly. As a legacy, however, major components of the domain name system are still performed by, or subject to, agreements with agencies of the U.S. Government.

Every Internet computer has a unique IP number. IANA, headed by Dr. Jon Postel, coordinates this system by allocating blocks of numerical addresses to regional IP registries (ARIN in North America, RIPE in Europe, and APNIC in the Asia/Pacific region), under contract with DARPA. In turn, larger Internet service providers apply to the regional IP registries for blocks of IP addresses. The recipients of those address blocks then reassign addresses to smaller Internet service providers and to end users.

- 1) Assignment of numerical addresses to Internet users.

The domain name space is constructed as a hierarchy. It is divided into top-level domains (TLDs), with each TLD then divided into second-level domains (SLDs), and so on. More than 200 national, or country-code, TLDs (ccTLDs) are administered by their corresponding governments or by private entities with the appropriate national government's acquiescence. A small set of gTLDs do not carry any national identifier, but denote the intended function of that portion of the domain space. For example, .com was established for commercial users, .org for not-for-profit organizations, and .net for network service providers. The registration and propagation of these key gTLDs are performed by NSI, under a five-year cooperative agreement with NSF. This agreement expires on September 30, 1998.

- 2) Management of the system of registering names for Internet users.

The root server system is a set of thirteen file servers, which together contain authoritative databases listing all TLDs. Currently, NSI operates the "A" root server, which maintains the authoritative root database and replicates changes to the other root servers on a daily basis. Different organizations, including NSI, operate the other 12 root servers.

(6) The U.S. Government plays a role in the operation of about half of the Internet's root servers. Universal name consistency on the Internet cannot be guaranteed without a set of authoritative and consistent roots. Without such consistency messages could not be routed with any certainty to the intended addresses.

- 3) Operation of the root server system

The Internet protocol suite, as defined by the Internet Engineering Task Force (IETF), contains many technical parameters, including protocol numbers, port numbers, autonomous system numbers, management information base object identifiers and others. The common use of these protocols by the Internet community requires that the particular values used in these fields be assigned uniquely. Currently, IANA, under contract with DARPA, makes these assignments and maintains a registry of the assigned values.

- 4) Protocol Assignment.

The Need for Change:

From its origins as a U S based research vehicle, the Internet is rapidly becoming an international medium for commerce, education and communication. The traditional means of organizing its technical functions need to evolve as well. The pressures for change are coming from many different quarters:

_ There is widespread dissatisfaction about the absence of competition in domain name registration.

_ Conflicts between trademark holders and domain name holders are becoming more common. Mechanisms for resolving these conflicts are expensive and cumbersome.

Many commercial interests, staking their future on the successful growth of the Internet, are calling for a more formal and robust management structure.

An increasing percentage of Internet users reside outside of the U S , and those stakeholders want to participate in Internet coordination.

As Internet names increasingly have commercial value, the decision to add new top level domains cannot be made on an *ad hoc* basis by entities or individuals that are not formally accountable to the Internet community

— As the Internet becomes commercial, it becomes less appropriate for U.S. research agencies to direct and fund these functions.

•

The Internet technical community has been actively debating DNS management policy for several years. Experimental registry systems offering name registration services in an alternative set of exclusive domains developed as early as January 1996. Although visible to only a fraction of Internet users, alternative systems such as the name.space, AlterNIC, and eDNS affiliated registries⁽⁷⁾ contributed to the community's dialogue on the evolution of DNS administration.

In May of 1996, Dr. Postel proposed the creation of multiple, exclusive, competing top-level domain name registries. This proposal called for the introduction of up to 50 new competing domain name registries, each with the exclusive right to register names in up to three new top level domains, for a total of 150 new TLDs. While some supported the proposal, the plan drew much criticism from the Internet technical community.⁽⁸⁾ The paper was revised and reissued⁽⁹⁾. The Internet Society's (ISOC) board of trustees endorsed, in principle, the slightly revised but substantively similar version of the draft in June of 1996.

After considerable debate and redrafting failed to produce a consensus on DNS change, IANA and the Internet Society (ISOC) organized the International Ad Hoc Committee⁽¹⁰⁾ (IAHC or the Ad Hoc Committee) in September 1996, to resolve DNS management issues. The World Intellectual Property Organization (WIPO) and the International Telecommunications Union (ITU) participated in the IAHC. The Federal Networking Council (FNC) participated in the early deliberations of the Ad Hoc Committee.

The IAHC issued a draft plan in December 1996 that introduced unique and thoughtful concepts for the evolution of DNS administration.⁽¹¹⁾ The final report proposed a memorandum of understanding (MoU) that would have established, initially, seven new gTLDs to be operated on a nonexclusive basis by a consortium of new private domain name registrars called the Council of Registrars (CORE).⁽¹²⁾ Policy oversight would have been undertaken in a separate council called the Policy Oversight Committee (POC) with seats allocated to specified stakeholder groups. Further, the plan formally introduced mechanisms for resolving trademark/domain name disputes. Under the MoU, registrants for second-level domains would have been required to submit to mediation and arbitration, facilitated by WIPO, in the event of conflict with trademark holders.

Although the IAHC proposal gained support in many quarters of the Internet community, the IAHC process was criticized for its aggressive technology development and implementation schedule, for being dominated by the Internet engineering community, and for lacking participation by and input from business interests and others in the Internet community.⁽¹³⁾ Others criticized the plan for failing to solve the competitive problems that were such a source of dissatisfaction among Internet users and for

imposing unnecessary burdens on trademark holders. Although the POC responded by revising the original plan, demonstrating a commendable degree of flexibility, the proposal was not able to overcome initial criticism of both the plan and the process by which the plan was developed.⁽¹⁴⁾ Important segments of the Internet community remained outside the IAHC process, criticizing it as insufficiently representative ⁽¹⁵⁾

As a result of the pressure to change DNS management, and in order to facilitate its withdrawal from DNS management, the U.S. Government, through the Department of Commerce and NTIA, sought public comment on the direction of U.S. policy with respect to DNS, issuing the Green Paper on January 30, 1998.⁽¹⁶⁾ The approach outlined in the Green Paper adopted elements of other proposals, such as the early Postel drafts and the IAHC gTLD- MoU.

Comments and Response: The following are summaries of and responses to the major comments that were received in response to NTIA's issuance of *A Proposal to Improve the Technical Management of Internet Names and Addresses*. As used herein, quantitative terms such as "some," "many," and "the majority of," reflect, roughly speaking, the proportion of comments addressing a particular issue but are not intended to summarize all comments received or the complete substance of all such comments.

1. Principles for a New System. The Green Paper set out four principles to guide the evolution of the domain name system: stability, competition, private bottom-up coordination, and representation

Comments: In general, commenters supported these principles, in some cases highlighting the importance of one or more of the principles. For example, a number of commenters emphasized the importance of establishing a body that fully reflects the broad diversity of the Internet community. Others stressed the need to preserve the bottom-up tradition of Internet governance. A limited number of commenters proposed additional principles for the new system, including principles related to the protection of human rights, free speech, open communication, and the preservation of the Internet as a public trust. Finally, some commenters who agreed that Internet stability is an important principle, nonetheless objected to the U.S. Government's assertion of any participatory role in ensuring such stability.

Response: The U.S. Government policy applies only to management of Internet names and addresses and does not set out a system of Internet "governance." Existing human rights and free speech protections will not be disturbed and, therefore, need not be specifically included in the core principles for DNS management. In addition, this policy is not intended to displace other legal regimes (international law, competition law, tax law and principles of international taxation, intellectual property law, etc.) that may already apply. The continued applicability of these systems as well as the principle of representation should ensure that DNS management proceeds in the interest of the Internet community as a whole. Finally, the U.S. Government believes that it would be irresponsible to withdraw from its existing management role without taking steps to ensure the stability of the Internet during its transition to private sector management. On balance, the comments did not present any consensus for amending the principles outlined in the Green Paper.

2. The Coordinated Functions. The Green Paper identified four DNS functions to be performed on a coordinated, centralized basis in order to ensure that the Internet runs smoothly

2. To oversee the operation of the Internet root server system;
 3. To oversee policy for determining the circumstances under which new top level domains would be added to the root system; and
 - 4 To coordinate the development of other technical protocol parameters as needed to maintain universal connectivity on the Internet.
- 1. To set policy for and direct the allocation of IP number blocks;

Comments: Most commenters agreed that these functions should be coordinated centrally, although a few argued that a system of authoritative roots is not technically necessary to ensure DNS stability. A number of commenters, however, noted that the fourth function, as delineated in the Green Paper, overstated the functions currently performed by IANA, attributing to it central management over an expanded set of functions, some of which are now carried out by the IETF

Response: In order to preserve universal connectivity and the smooth operation of the Internet, the U.S. Government continues to believe, along with most commenters, that these four functions should be coordinated. In the absence of an authoritative root system, the potential for name collisions among competing sources for the same domain name could undermine the smooth functioning and stability of the Internet

The Green Paper was not, however, intended to expand the responsibilities associated with Internet protocols beyond those currently performed by IANA. Specifically, management of DNS by the new corporation does not encompass the development of Internet technical parameters for other purposes by other organizations such as IETF. The fourth function should be restated accordingly:

- to coordinate the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet.

3. Separation of Name and Number Authority.

Comments: A number of commenters suggested that management of the domain name system should be separated from management of the IP number system. These commenters expressed the view that the numbering system is relatively technical and

straightforward. They feared that tight linkage of domain name and IP number policy development would embroil the IP numbering system in the kind of controversy that has surrounded domain name issuance in recent months. These commenters also expressed concern that the development of alternative name and number systems could be inhibited by this controversy or delayed by those with vested interests in the existing system.

Response: The concerns expressed by the commenters are legitimate, but domain names and IP numbers must ultimately be coordinated to preserve universal connectivity on the Internet. Also, there are significant costs associated with establishing and operating two separate management entities.

However, there are organizational structures that could minimize the risks identified by commenters. For example, separate name and number councils could be formed within a single organization. Policy could be determined within the appropriate council that would submit its recommendations to the new corporation's Board of Directors for ratification.

4. Creation of the New Corporation and Management of the DNS. The Green Paper called for the creation of a new private, not for profit corporation(17) responsible for coordinating specific DNS functions for the benefit of the Internet as a whole. Under the Green Paper proposal, the U.S. Government(18) would gradually transfer these functions to the new corporation beginning as soon as possible, with the goal of having the new corporation carry out operational responsibility by October 1998. Under the Green Paper proposal, the U.S. Government would continue to participate in policy oversight until such time as the new corporation was established and stable, phasing out as soon as possible, but in no event later than September 30, 2000. The Green Paper suggested that the new corporation be incorporated in the United States in order to promote stability and facilitate the continued reliance on technical expertise residing in the United States, including IANA staff at USC/ISI.

Comments: Almost all commenters supported the creation of a new, private not-for-profit corporation to manage DNS. Many suggested that IANA should evolve into the new corporation. A small number of commenters asserted that the U.S. Government should continue to manage Internet names and addresses. Another small number of commenters suggested that DNS should be managed by international governmental institutions such as the United Nations or the International Telecommunications Union. Many commenters urged the U.S. Government to commit to a more aggressive timeline for the new corporation's assumption of management responsibility. Some commenters also suggested that the proposal to headquarter the new corporation in the United States represented an inappropriate attempt to impose U.S. law on the Internet as a whole.

Response: The U.S. Government is committed to a transition that will allow the private sector to take leadership for DNS management. Most commenters shared this goal. While international organizations may provide specific expertise or act as advisors to the new corporation, the U.S. continues to believe, as do most commenters, that neither national governments acting as sovereigns nor intergovernmental organizations acting as representatives of governments should participate in management of Internet names and addresses. Of course, national governments now have, and will continue to have,

authority to manage or establish policy for their own ccTLDs

The U.S. Government would prefer that this transition be complete before the year 2000. To the extent that the new corporation is established and operationally stable, September 30, 2000 is intended to be, and remains, an "outside" date.

IANA has functioned as a government contractor, albeit with considerable latitude, for some time now. Moreover, IANA is not formally organized or constituted. It describes a function more than an entity, and as such does not currently provide a legal foundation for the new corporation. This is not to say, however, that IANA could not be reconstituted by a broad-based, representative group of Internet stakeholders or that individuals associated with IANA should not themselves play important foundation roles in the formation of the new corporation. We believe, and many commenters also suggested, that the private sector organizers will want Dr. Postel and other IANA staff to be involved in the creation of the new corporation.

Because of the significant U S based DNS expertise and in order to preserve stability, it makes sense to headquarter the new corporation in the United States. Further, the mere fact that the new corporation would be incorporated in the United States would not remove it from the jurisdiction of other nations. Finally, we note that the new corporation must be headquartered somewhere, and similar objections would inevitably arise if it were incorporated in another location.

5. Structure of the New Corporation. The Green Paper proposed a 15 member Board, consisting of three representatives of regional number registries, two members designated by the Internet Architecture Board (IAB), two members representing domain name registries and domain name registrars, seven members representing Internet users, and the Chief Executive Officer of the new corporation

Comments: Commenters expressed a variety of positions on the composition of the Board of Directors for the new corporation. In general, however, most commenters supported the establishment of a Board of Directors that would be representative of the functional and geographic diversity of the Internet. For the most part, commenters agreed that the groups listed in the Green Paper included individuals and entities likely to be materially affected by changes in DNS. Most of those who criticized the proposed allocation of Board seats called for increased representation of their particular interest group on the Board of Directors. Specifically, a number of commenters suggested that the allocation set forth in the Green Paper did not adequately reflect the special interests of (1) trademark holders, (2) Internet service providers, or (3) the not-for-profit community. Others commented that the Green Paper did not adequately ensure that the Board would be globally representative.

Response: The Green Paper attempted to describe a manageably sized Board of Directors that reflected the diversity of the Internet. It is probably impossible to allocate Board seats in a way that satisfies all parties concerned. On balance, we believe the concerns raised about the representation of specific groups are best addressed by a thoughtful allocation of the "user" seats as determined by the organizers of the new corporation and its Board of Directors, as discussed below.

The Green Paper identified several international membership associations and organizations to designate Board members such as APNIC, ARIN, RIPE, and the Internet Architecture Board. We continue to believe that as use of the Internet expands outside the United States, it is increasingly likely that a properly open and transparent DNS management entity will have board members from around the world. Although we do not set any mandatory minimums for global representation, this policy statement is designed to identify global representativeness as an important priority.

6. Registrars and Registries. The Green Paper proposed moving the system for registering second level domains and the management of generic top-level domains into a competitive environment by creating two market-driven businesses, registration of second level domain names and the management of gTLD registries.

a. Competitive Registrars. Comments: Commenters strongly supported establishment of a competitive registrar system whereby registrars would obtain domain names for customers in any gTLD. Few disagreed with this position. The Green Paper proposed a set of requirements to be imposed by the new corporation on all would-be registrars. Commenters for the most part did not take exception to the proposed criteria, but a number of commenters suggested that it was inappropriate for the United States government to establish them.

Response: In response to the comments received, the U.S. Government believes that the new corporation, rather than the U.S. Government, should establish minimum criteria for registrars that are pro competitive and provide some measure of stability for Internet users without being so onerous as to prevent entry by would-be domain name registrars from around the world. Accordingly, the proposed criteria are not part of this policy statement.

b. Competitive Registries. Comments: Many commenters voiced strong opposition to the idea of competitive and/or for-profit domain name registries, citing one of several concerns. Some suggested that top level domain names are not, by nature, ever truly generic. As such, they will tend to function as "natural monopolies" and should be regulated as a public trust and operated for the benefit of the Internet community as a whole. Others suggested that even if competition initially exists among various domain name registries, lack of portability in the naming systems would create lock in and switching costs, making competition unsustainable in the long run. Finally, other commenters suggested that no new registry could compete meaningfully with NSI unless all domain name registries were not-for-profit and/or noncompeting.

Some commenters asserted that an experiment involving the creation of additional for-profit registries would be too risky, and irreversible once undertaken. A related concern raised by commenters addressed the rights that for-profit operators might assert with respect to the information contained in registries they operate. These commenters argued that registries would have inadequate incentives to abide by DNS policies and procedures unless the new corporation could terminate a particular entity's license to operate a registry. For-profit operators, under this line of reasoning, would be more likely to disrupt the Internet by resisting license terminations.

Commenters who supported competitive registries conceded that, in the absence of domain name portability, domain name registries could impose switching costs on users who change domain name registries. They cautioned, however, that it would be premature to conclude that switching costs provide a sufficient basis for precluding the proposed move to competitive domain name registries and cited a number of factors that could protect against registry opportunism. These commenters concluded that the potential benefits to customers from enhanced competition outweighed the risk of such opportunism. The responses to the Green Paper also included public comments on the proposed criteria for registries.

Response: Both sides of this argument have considerable merit. It is possible that additional discussion and information will shed light on this issue, and therefore, as discussed below, the U.S. Government has concluded that the issue should be left for further consideration and final action by the new corporation. The U.S. Government is of the view, however, that competitive systems generally result in greater innovation, consumer choice, and satisfaction in the long run. Moreover, the pressure of competition is likely to be the most effective means of discouraging registries from acting monopolistically. Further, in response to the comments received, the U.S. government believes that new corporation should establish and implement appropriate criteria for gTLD registries. Accordingly, the proposed criteria are not part of this policy statement.

7. The Creation of New gTLDs. The Green Paper suggested that during the period of transition to the new corporation, the U.S. Government, in cooperation with IANA, would undertake a process to add up to five new gTLDs to the authoritative root. Noting that formation of the new corporation would involve some delay, the Green Paper contemplated new gTLDs in the short term to enhance competition and provide information to the technical community and to policy makers, while offering entities that wished to enter into the registry business an opportunity to begin offering service to customers. The Green Paper, however, noted that ideally the addition of new TLDs would be left to the new corporation.

Comments: The comments evidenced very strong support for limiting government involvement during the transition period on the matter of adding new gTLDs. Specifically, most commenters -- both U.S. and non-U.S.-- suggested that it would be more appropriate for the new, globally representative, corporation to decide these issues once it is up and running. Few believed that speed should outweigh process considerations in this matter. Others warned, however, that relegating this contentious decision to a new and untested entity early in its development could fracture the organization. Others argued that the market for a large or unlimited number of new gTLDs should be opened immediately. They asserted that there are no technical impediments to the addition of a host of gTLDs, and the market will decide which TLDs succeed and which do not. Further, they pointed out that there are no artificial or arbitrary limits in other media on the number of places in which trademark holders must defend against dilution.

Response: The challenge of deciding policy for the addition of new domains will be formidable. We agree with the many commenters who said that the new corporation would be the most appropriate body to make these decisions based on global input. Accordingly, as supported by the preponderance of comments, the U.S. Government will not implement new gTLDs at this time.

At least in the short run, a prudent concern for the stability of the system suggests that expansion of gTLDs proceed at a deliberate and controlled pace to allow for evaluation of the impact of the new gTLDs and well reasoned evolution of the domain space. New top level domains could be created to enhance competition and to enable the new corporation to evaluate the functioning, in the new environment, of the root server system and the software systems that enable shared registration.

8. The Trademark Dilemma. When a trademark is used as a domain name without the trademark owner's consent, consumers may be misled about the source of the product or service offered on the Internet, and trademark owners may not be able to protect their rights without very expensive litigation. For cyberspace to function as an effective commercial market, businesses must have confidence that their trademarks can be protected. On the other hand, management of the Internet must respond to the needs of the Internet community as a whole, and not trademark owners exclusively. The Green Paper proposed a number of steps to balance the needs of domain name holders with the legitimate concerns of trademark owners in the interest of the Internet community as a whole. The proposals were designed to provide trademark holders with the same rights they have in the physical world, to ensure transparency, and to guarantee a dispute resolution mechanism with resort to a court system.

The Green Paper also noted that trademark holders have expressed concern that domain name registrants in faraway places may be able to infringe their rights with no convenient jurisdiction available in which the trademark owner could enforce a judgment protecting those rights. The Green Paper solicited comments on an arrangement whereby, at the time of registration, registrants would agree to submit a contested domain name to the jurisdiction of the courts where the registry is domiciled, where the registry database is maintained, or where the "A" root server is maintained.

Comments: Commenters largely agreed that domain name registries should maintain up to date, readily searchable domain name databases that contain the information necessary to locate a domain name holder. In general commenters did not take specific issue with the database specifications proposed in Appendix 2 of the Green Paper, although some commenters proposed additional requirements. A few commenters noted, however, that privacy issues should be considered in this context

A number of commenters objected to NSI's current business practice of allowing registrants to use domain names before they have actually paid any registration fees. These commenters pointed out that this practice has encouraged cybersquatters and increased the number of conflicts between domain name holders and trademark holders. They suggested that domain name applicants should be required to pay before a desired domain name becomes available for use.

Most commenters also favored creation of an on-line dispute resolution mechanism to provide inexpensive and efficient alternatives to litigation for resolving disputes between trademark owners and domain name registrants. The Green Paper contemplated that each registry would establish specified minimum dispute resolution procedures, but remain free to establish additional trademark protection and dispute resolution mechanisms. Most commenters did not agree with this approach, favoring instead a uniform approach to resolving trademark/domain name disputes.

Some commenters noted that temporary suspension of a domain name in the event of an objection by a trademark holder within a specified period of time after registration would significantly extend trademark holders' rights beyond what is accorded in the real world. They argued that such a provision would create a de facto waiting period for name use, as holders would need to suspend the use of their name until after the objection window had passed to forestall an interruption in service. Further, they argue that such a system could be used anti competitively to stall a competitor's entry into the marketplace.

The suggestion that domain name registrants be required to agree at the time of registration to submit disputed domain names to the jurisdiction of specified courts was supported by U.S. trademark holders but drew strong protest from trademark holders and domain name registrants outside the United States. A number of commenters characterized this as an inappropriate attempt to establish U.S. trademark law as the law of the Internet. Others suggested that existing jurisdictional arrangements are satisfactory. They argue that establishing a mechanism whereby the judgment of a court can be enforced absent personal jurisdiction over the infringer would upset the balance between the interests of trademark holders and those of other members of the Internet community.

Response: The U.S. Government will seek international support to call upon the World Intellectual Property Organization (WIPO) to initiate a balanced and transparent process, which includes the participation of trademark holders and members of the Internet community who are not trademark holders, to (1) develop recommendations for a uniform approach to resolving trademark/domain name disputes involving cyberspiracy (as opposed to conflicts between trademark holders with legitimate competing rights), (2) recommend a process for protecting famous trademarks in the generic top level domains, and (3) evaluate the effects, based on studies conducted by independent organizations, such as the National Research Council of the National Academy of Sciences, of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property holders. These findings and recommendations could be submitted to the board of the new corporation for its consideration in conjunction with its development of registry and registrar policy and the creation and introduction of new gTLDs.

In trademark/domain name conflicts, there are issues of jurisdiction over the domain name in controversy and jurisdiction over the legal persons (the trademark holder and the domain name holder). This document does not attempt to resolve questions of personal jurisdiction in trademark/domain name conflicts. The legal issues are numerous, involving contract, conflict of laws, trademark, and other questions. In addition, determining how these various legal principles will be applied to the borderless Internet with an unlimited possibility of factual scenarios will require a great deal of thought and deliberation. Obtaining agreement by the parties that jurisdiction over the domain name will be exercised by an alternative dispute resolution body is likely to be at least somewhat less controversial than agreement that the parties will subject themselves to the personal jurisdiction of a particular national court. Thus, the references to jurisdiction in this policy statement are limited to jurisdiction over the domain name in dispute, and not to the domain name holder.

In order to strike a balance between those commenters who thought that registrars and registries should not themselves be engaged in disputes between trademark owners and domain name holders and those commenters who thought that trademark owners should

have access to a reliable and up to date database, we believe that a database should be maintained that permits trademark owners to obtain the contact information necessary to protect their trademarks

Further, it should be clear that whatever dispute resolution mechanism is put in place by the new corporation, that mechanism should be directed toward disputes about cybersquatting and cyberpiracy and not to settling the disputes between two parties with legitimate competing interests in a particular mark. Where legitimate competing rights are concerned, disputes are rightly settled in an appropriate court.

Under the revised plan, we recommend that domain name holders agree to submit infringing domain names to the jurisdiction of a court where the "A" root server is maintained, where the registry is domiciled, where the registry database is maintained, or where the registrar is domiciled. We believe that allowing trademark infringement suits to be brought wherever registrars and registries are located will help ensure that all trademark holders - both U.S. and non-U.S. - have the opportunity to bring suits in a convenient jurisdiction and enforce the judgments of those courts.

Under the revised plan, we also recommend that, whatever options are chosen by the new corporation, each registrar should insist that payment be made for the domain name before it becomes available to the applicant. The failure to make a domain name applicant pay for its use of a domain name has encouraged cyberpirates and is a practice that should end as soon as possible.

9. Competition Concerns.

Comments: Several commenters suggested that the U.S. Government should provide full antitrust immunity or indemnification for the new corporation. Others noted that potential antitrust liability would provide an important safeguard against institutional inflexibility and abuses of power.

Response: Applicable antitrust law will provide accountability to and protection for the international Internet community. Legal challenges and lawsuits can be expected within the normal course of business for any enterprise and the new corporation should anticipate this reality.

The Green Paper envisioned the new corporation as operating on principles similar to those of a standard setting body. Under this model, due process requirements and other appropriate processes that ensure transparency, equity and fair play in the development of policies or practices would need to be included in the new corporation's originating documents. For example, the new corporation's activities would need to be open to all persons who are directly affected by the entity, with no undue financial barriers to participation or unreasonable restrictions on participation based on technical or other such requirements. Entities and individuals would need to be able to participate by expressing a position and its basis, having that position considered, and appealing if adversely affected. Further, the decision making process would need to reflect a balance of interests and should not be dominated by any single interest category. If the new

corporation behaves this way, it should be less vulnerable to antitrust challenges

10. The NSI Agreement.

Comments: Many commenters expressed concern about continued administration of key gTLDs by NSI. They argued that this would give NSI an unfair advantage in the marketplace and allow NSI to leverage economies of scale across their gTLD operations. Some commenters also believe the Green Paper approach would have entrenched and institutionalized NSI's dominant market position over the key domain name going forward. Further, many commenters expressed doubt that a level playing field between NSI and the new registry market entrants could emerge if NSI retained control over .com, .net, and .org.

Response: The cooperative agreement between NSI and the U S Government is currently in its ramp down period. The U.S. Government and NSI will shortly commence discussions about the terms and conditions governing the ramp down of the cooperative agreement. Through these discussions, the U.S. Government expects NSI to agree to take specific actions, including commitments as to pricing and equal access, designed to permit the development of competition in domain name registration and to approximate what would be expected in the presence of marketplace competition. The U S Government expects NSI to agree to act in a manner consistent with this policy statement, including recognizing the role of the new corporation to establish and implement DNS policy and to establish terms (including licensing terms) applicable to new and existing gTLD registries under which registries, registrars and gTLDs are permitted to operate. Further, the U.S. Government expects NSI to agree to make available on an ongoing basis appropriate databases, software, documentation thereof, technical expertise, and other intellectual property for DNS management and shared registration of domain names

11. A Global Perspective

Comments: A number of commenters expressed concern that the Green Paper did not go far enough in globalizing the administration of the domain name system. Some believed that international organizations should have a role in administering the DNS. Others complained that incorporating the new corporation in the United States would entrench control over the Internet with the U.S. Government. Still others believed that the awarding by the U.S. Government of up to five new gTLDs would enforce the existing dominance of U.S. entities over the gTLD system.

Response: The U.S. Government believes that the Internet is a global medium and that its technical management should fully reflect the global diversity of Internet users. We recognize the need for and fully support mechanisms that would ensure international input into the management of the domain name system. In withdrawing the U.S. Government from DNS management and promoting the establishment of a new, non-governmental entity to manage Internet names and addresses, a key U.S. Government objective has been to ensure that the increasingly global Internet user community has a voice in decisions affecting the Internet's technical management.

We believe this process has reflected our commitment. Many of the comments on the Green Paper were filed by foreign entities, including governments. Our dialogue has been open to all Internet users—foreign and domestic, government and private—during this process, and we will continue to consult with the international community as we begin to implement the transition plan outlined in this paper.

12. The Intellectual Infrastructure Fund.

In 1995, NSF authorized NSI to assess domain name registrants a \$50 fee per year for the first two years, 30 percent of which was to be deposited in the Intellectual Infrastructure Fund (IIF), a fund to be used for the preservation and enhancement of the intellectual infrastructure of the Internet.

Comments: Very few comments referenced the IIF. In general, the comments received on the issue supported either refunding the IIF portion of the domain name registration fee to domain registrants from whom it had been collected or applying the funds toward Internet infrastructure development projects generally, including funding the establishment of the new corporation.

Response: As proposed in the Green Paper, allocation of a portion of domain name registration fees to this fund terminated as of March 31, 1998. NSI has reduced its registration fees accordingly. The IIF remains the subject of litigation. The U.S. Government takes the position that its collection has recently been ratified by the U.S. Congress,⁽¹⁹⁾

and has moved to dismiss the claim that it was unlawfully collected. This matter has not been finally resolved, however.

13. The .us Domain.

At present, the IANA administers .us as a locality-based hierarchy in which second-level domain space is allocated to states and U.S. territories.⁽²⁰⁾ This name space is further subdivided into localities. General registration under localities is performed on an exclusive basis by private firms that have requested delegation from IANA. The .us name space has typically been used by branches of state and local governments, although some commercial names have been assigned. Where registration for a locality has not been delegated, the IANA itself serves as the registrar.

Comments: Many commenters suggested that the pressure for unique identifiers in the com gTLD could be relieved if commercial use of the .us space was encouraged. Commercial users and trademark holders, however, find the current locality-based system too cumbersome and complicated for commercial use. They called for expanded use of the .us TLD to alleviate some of the pressure for new generic TLDs and reduce conflicts between American companies and others vying for the same domain name. Most commenters support an evolution of the .us domain designed to make this name space more attractive to commercial users.

Response: Clearly, there is much opportunity for enhancing the us domain space, and .us could be expanded in many ways without displacing the current structure. Over the next few months, the U S Government will work with the private sector and state and local governments to determine how best to make the .us domain more attractive to commercial users Accordingly, the Department of Commerce will seek public input on this important issue.

ADMINISTRATIVE LAW REQUIREMENTS:

On February 20, 1998, NTIA published for public comment a proposed rule regarding the domain name registration system. That proposed rule sought comment on substantive regulatory provisions, including but not limited to a variety of specific requirements for the membership of the new corporation, the creation during a transition period of a specified number of new generic top level domains and minimum dispute resolution and other procedures related to trademarks. As discussed elsewhere in this document, in response to public comment these aspects of the original proposal have been eliminated. In light of the public comment and the changes to the proposal made as a result, as well as the continued rapid technological development of the Internet, the Department of Commerce has determined that it should issue a general statement of policy, rather than define or impose a substantive regulatory regime for the domain name system. As such, this policy statement is not a substantive rule, does not contain mandatory provisions and does not itself have the force and effect of law.

The Assistant General Counsel for Legislation and Regulation, Department of Commerce, certified to the Chief Counsel for Advocacy, Small Business Administration, that, for purposes of the Regulatory Flexibility Act, 5 U S C §§ 601 et seq , the proposed rule on this matter, if adopted, would not have a significant economic impact on a substantial number of small entities The factual basis for this certification was published along with the proposed rule. No comments were received regarding this certification. As such, and because this final rule is a general statement of policy, no final regulatory flexibility analysis has been prepared.

This general statement of policy does not contain any reporting or record keeping requirements subject to the Paperwork Reduction Act, 44 U.S.C. ch. 35 (PRA). However, at the time the U S Government might seek to enter into agreements as described in this policy statement, a determination will be made as to whether any reporting or record keeping requirements subject to the PRA are being implemented If so, the NTIA will, at that time, seek approval under the PRA for such requirement(s) from the Office of Management and Budget

This statement has been determined to be not significant for purposes of Office of Management and Budget review under Executive Order 12866, entitled Regulatory Planning and Review.

REVISED POLICY STATEMENT:

This document provides the U.S. Government's policy regarding the privatization of the domain name system in a manner that allows for the development of robust competition and that facilitates global participation in the management of Internet names and

addresses

The policy that follows does not propose a monolithic structure for Internet governance. We doubt that the Internet should be governed by one plan or one body or even by a series of plans and bodies. Rather, we seek a stable process to address the narrow issues of management and administration of Internet names and numbers on an ongoing basis.

As set out below, the U.S. Government is prepared to recognize, by entering into agreement with, and to seek international support for, a new, not-for-profit corporation formed by private sector Internet stakeholders to administer policy for the Internet name and address system. Under such agreement(s) or understanding(s), the new corporation would undertake various responsibilities for the administration of the domain name system now performed by or on behalf of the U.S. Government or by third parties under arrangements or agreements with the U.S. Government. The U.S. Government would also ensure that the new corporation has appropriate access to needed databases and software developed under those agreements.

The Coordinated Functions

Management of number addresses is best done on a coordinated basis. Internet numbers are a unique, and at least currently, a limited resource. As technology evolves, changes may be needed in the number allocation system. These changes should also be coordinated.

Similarly, coordination of the root server network is necessary if the whole system is to work smoothly. While day-to-day operational tasks, such as the actual operation and maintenance of the Internet root servers, can be dispersed, overall policy guidance and control of the TLDs and the Internet root server system should be vested in a single organization that is representative of Internet users around the globe.

Further, changes made in the administration or the number of gTLDs contained in the authoritative root system will have considerable impact on Internet users throughout the world. In order to promote continuity and reasonable predictability in functions related to the root zone, the development of policies for the addition, allocation, and management of gTLDs and the establishment of domain name registries and domain name registrars to host gTLDs should be coordinated.

Finally, coordinated maintenance and dissemination of the protocol parameters for Internet addressing will best preserve the stability and interconnectivity of the Internet. We are not, however, proposing to expand the functional responsibilities of the new corporation beyond those exercised by IANA currently.

In order to facilitate the needed coordination, Internet stakeholders are invited to work together to form a new, private, not for profit corporation to manage DNS functions. The following discussion reflects current U.S. Government views of the characteristics of an

appropriate management entity. What follows is designed to describe the characteristics of an appropriate entity generally.

Principles for a New System. In making a decision to enter into an agreement to establish a process to transfer current U.S. government management of DNS to such a new entity, the U.S. will be guided by, and consider the proposed entity's commitment to, the following principles:

The U.S. Government should end its role in the Internet number and name address system in a manner that ensures the stability of the Internet. The introduction of a new management system should not disrupt current operations or create competing root systems. During the transition and thereafter, the stability of the Internet should be the first priority of any DNS management system. Security and reliability of the DNS are important aspects of stability, and as a new DNS management system is introduced, a comprehensive security strategy should be developed.

2 Competition

The Internet succeeds in great measure because it is a decentralized system that encourages innovation and maximizes individual freedom. Where possible, market mechanisms that support competition and consumer choice should drive the management of the Internet because they will lower costs, promote innovation, encourage diversity, and enhance user choice and satisfaction.

3. Private, Bottom-Up Coordination.

Certain management functions require coordination. In these cases, responsible, private-sector action is preferable to government control. A private coordinating process is likely to be more flexible than government and to move rapidly enough to meet the changing needs of the Internet and of Internet users. The private process should, as far as possible, reflect the bottom-up governance that has characterized development of the Internet to date.

4. Representation.

The new corporation should operate as a private entity for the benefit of the Internet community as a whole. The development of sound, fair, and widely accepted policies for the management of DNS will depend on input from the broad and growing community of Internet users. Management structures should reflect the functional and geographic diversity of the Internet and its users. Mechanisms should be established to ensure international participation in decision making.

- 1. Stability

Purpose. The new corporation ultimately should have the authority to manage and perform a specific set of functions related to coordination of the domain name system,

including the authority necessary to

- 2) oversee operation of the authoritative Internet root server system;
 - 3) oversee policy for determining the circumstances under which new TLDs are added to the root system; and
 - 4) coordinate the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet
- 1) set policy for and direct allocation of IP number blocks to regional Internet number registries;

Funding. Once established, the new corporation could be funded by domain name registries, regional IP registries, or other entities identified by the Board.

Staff. We anticipate that the new corporation would want to make arrangements with current IANA staff to provide continuity and expertise over the course of transition. The new corporation should secure necessary expertise to bring rigorous management to the organization.

Incorporation. We anticipate that the new corporation's organizers will include representatives of regional Internet number registries, Internet engineers and computer scientists, domain name registries, domain name registrars, commercial and noncommercial users, Internet service providers, international trademark holders and Internet experts highly respected throughout the international Internet community. These incorporators should include substantial representation from around the world.

As these functions are now performed in the United States, by U.S. residents, and to ensure stability, the new corporation should be headquartered in the United States, and incorporated in the U.S. as a not-for-profit corporation. It should, however, have a board of directors from around the world. Moreover, incorporation in the United States is not intended to supplant or displace the laws of other countries where applicable.

Structure. The Internet community is already global and diverse and likely to become more so over time. The organization and its board should derive legitimacy from the participation of key stakeholders. Since the organization will be concerned mainly with numbers, names and protocols, its board should represent membership organizations in each of these areas, as well as the direct interests of Internet users.

The Board of Directors for the new corporation should be balanced to equitably represent the interests of IP number registries, domain name registries, domain name registrars, the technical community, Internet service providers (ISPs), and Internet users (commercial, not-for-profit, and individuals) from around the world. Since these constituencies are international, we would expect the board of directors to be broadly

representative of the global Internet community

As outlined in appropriate organizational documents, (Charter, Bylaws, etc.) the new corporation should:

2) direct the Interim Board to establish a system for electing a Board of Directors for the new corporation that insures that the new corporation's Board of Directors reflects the geographical and functional diversity of the Internet, and is sufficiently flexible to permit evolution to reflect changes in the constituency of Internet stakeholders. Nominations to the Board of Directors should preserve, as much as possible, the tradition of bottom-up governance of the Internet, and Board Members should be elected from membership or other associations open to all or through other mechanisms that ensure broad representation and participation in the election process.

3) direct the Interim Board to develop policies for the addition of TLDs, and establish the qualifications for domain name registries and domain name registrars within the system

4) restrict official government representation on the Board of Directors without precluding governments and intergovernmental organizations from participating as Internet users or in a non-voting advisory capacity.

- 1) appoint, on an interim basis, an initial Board of Directors (an Interim Board) consisting of individuals representing the functional and geographic diversity of the Internet community. The Interim Board would likely need access to legal counsel with expertise in corporate law, competition law, intellectual property law, and emerging Internet law. The Interim Board could serve for a fixed period, until the Board of Directors is elected and installed, and we anticipate that members of the Interim Board would not themselves serve on the Board of Directors of the new corporation for a fixed period thereafter.

Governance. The organizing documents (Charter, Bylaws, etc) should provide that the new corporation is governed on the basis of a sound and transparent decision-making process, which protects against capture by a self interested faction, and which provides for robust, professional management of the new corporation. The new corporation could rely on separate, diverse, and robust name and number councils responsible for developing, reviewing, and recommending for the board's approval policy related to matters within each council's competence. Such councils, if developed, should also abide by rules and decision-making processes that are sound, transparent, protect against capture by a self interested party and provide an open process for the presentation of petitions for consideration. The elected Board of Directors, however, should have final authority to approve or reject policies recommended by the councils

Operations. The new corporation's processes should be fair, open and pro-competitive, protecting against capture by a narrow group of stakeholders. Typically this means that decision-making processes should be sound and transparent; the basis for corporate

decisions should be recorded and made publicly available. Super majority or even consensus requirements may be useful to protect against capture by a self-interested faction. The new corporation does not need any special grant of immunity from the antitrust laws so long as its policies and practices are reasonably based on, and no broader than necessary to promote the legitimate coordinating objectives of the new corporation. Finally, the commercial importance of the Internet necessitates that the operation of the DNS system, and the operation of the authoritative root server system should be secure, stable, and robust.

The new corporation's charter should provide a mechanism whereby its governing body will evolve to reflect changes in the constituency of Internet stakeholders. The new corporation could, for example, establish an open process for the presentation of petitions to expand board representation.

Trademark Issues. Trademark holders and domain name registrants and others should have access to searchable databases of registered domain names that provide information necessary to contact a domain name registrant when a conflict arises between a trademark holder and a domain name holder.⁽²¹⁾ To this end, we anticipate that the policies established by the new corporation would provide that following information would be included in all registry databases and available to anyone with access to the Internet:

- up to date and historical chain of registration information for the domain name;
 - a mail address for service of process;
 - the date of domain name registration;
 - the date that any objection to the registration of the domain name is filed; and
 - any other information determined by the new corporation to be reasonably necessary to resolve disputes between domain name registrants and trademark holders expeditiously
- up to date registration and contact information;

Further, the U S Government recommends that the new corporation adopt policies whereby:

2) Domain name registrants would agree, at the time of registration or renewal, that in cases involving cybersquatting or cybersquatting (as opposed to conflicts between legitimate competing rights holders), they would submit to and be bound by alternative dispute resolution systems identified by the new corporation for the purpose of resolving those

conflicts Registries and Registrars should be required to abide by decisions of the ADR system.

3) Domain name registrants would agree, at the time of registration or renewal, to abide by processes adopted by the new corporation that exclude, either pro-actively or retroactively, certain famous trademarks from being used as domain names (in one or more TLDs) except by the designated trademark holder.

4) Nothing in the domain name registration agreement or in the operation of the new corporation should limit the rights that can be asserted by a domain name registrant or trademark owner under national laws.

- 1) Domain registrants pay registration fees at the time of registration or renewal and agree to submit infringing domain names to the authority of a court of law in the jurisdiction in which the registry, registry database, registrar, or the "A" root servers are located.

THE TRANSITION

Based on the processes described above, the U.S. Government believes that certain actions should be taken to accomplish the objectives set forth above. Some of these steps must be taken by the government itself, while others will need to be taken by the private sector. For example, a new not-for-profit organization must be established by the private sector and its Interim Board chosen. Agreement must be reached between the U.S. Government and the new corporation relating to transfer of the functions currently performed by IANA, NSI and the U.S. Government must reach agreement on the terms and conditions of NSI's evolution into one competitor among many in the registrar and registry marketplaces. A process must be laid out for making the management of the root server system more robust and secure. A relationship between the U.S. Government and the new corporation must be developed to transition DNS management to the private sector and to transfer management functions.

During the transition the U S Government expects to

2) enter into agreement with the new corporation under which it assumes responsibility for management of the domain name space;

3) ask WIPO to convene an international process including individuals from the private sector and government to develop a set of recommendations for trademark/domain name dispute resolutions and other issues to be presented to the Interim Board for its consideration as soon as possible;

4) consult with the international community, including other interested governments as it makes decisions on the transfer; and

5) undertake, in cooperation with IANA, NSI, the IAB, and other relevant organizations from the public and private sector, a review of the root server system to recommend means to increase the security and professional management of the system. The recommendations of the study should be implemented as part of the transition process; and the new corporation should develop a comprehensive security strategy for DNS management and operations.

- 1) ramp down the cooperative agreement with NSI with the objective of introducing competition into the domain name space. Under the ramp down agreement NSI will agree to (a) take specific actions, including commitments as to pricing and equal access, designed to permit the development of competition in domain name registration and to approximate what would be expected in the presence of marketplace competition, (b) recognize the role of the new corporation to establish and implement DNS policy and to establish terms (including licensing terms) applicable to new and existing gTLDs and registries under which registries, registrars and gTLDs are permitted to operate, (c) make available on an ongoing basis appropriate databases, software, documentation thereof, technical expertise, and other intellectual property for DNS management and shared registration of domain names;

ENDNOTES

1. Available at <http://www.ecommerce.gov>

2. July 2, 1997 RFC and public comments are located at:
<http://www.ntia.doc.gov/ntiahome/domainname/index.html>.

3. ³The RFC, the Green Paper, and comments received in response to both documents are available on the Internet at the following address: <http://www.ntia.doc.gov>. Additional comments were submitted after March 23, 1998. The e comment have been considered and treated a part of the official record and have been separately posted at the same site, although the comments were not received by the deadline established in the February 20, 1998 Federal Register Notice.

4. See Administrative Law Requirement at p. 19.

5. See Scientific and Advanced-Technology Act of 1992; Pub. L. 102-476 § 4(9), 106 Stat. 2297, 2300 (codified at 42 U.S.C. 1862(a)).

6. An unofficial diagram of the general geographic location and institutional affiliations of the 13 Internet root servers, prepared by Anthony Rutkowski, is available at <http://www.wia.org/pub/rootserv.html>.

7. For further information about these systems see: name.space: <http://namespace.pgmedia.net>; AlterNIC: <http://www.alternic.net>; eDNS: <http://www.edns.net>. Reference to these organizations does not constitute an endorsement of their commercial activities.

8. Lengthy discussions by the Internet technical community on DNS issues generally and on the Postel DNS proposal took place on the *newdom*, *com-priv*, *ietf* and *domain-policy* Internet mailing lists.

9. ⁹ See draft Postel iana itld admin 01 txt; available at <http://www.newdom.com/archive>

10. For further information about the IAHC see: <<http://www.iahc.org>> and related links. Reference to this organization does not constitute an endorsement of the commercial activities of its related organizations.

11. December 1996 draft: *draft-iahc-gtlds-spec-00.txt*; available at <<http://info.internet.isi.edu:80/in-drafts/files>>.

12. The IAHC final report is available at <<http://www.iahc.org/draft-iahc-recommend-00.html>>.

13. See generally public comment received in response to July 2, 1997 RFC located at <<http://www.ntia.doc.gov/ntiahome/domainname/email>>.

14. For a discussion, see Congressional testimony of Assistant Secretary of Commerce Larry Irving, Before the House Committee on Science, Subcommittee on Basic Research, September 25, 1997 available at <<http://www.ntia.doc.gov/ntiahome/domainname/email>>.

15. See generally public comment received in response to July 2, 1997 RFC located at <<http://www.ntia.doc.gov/ntiahome/domainname/email>>.

16. ¹⁶The document was published in the *Federal Register* on February 20, 1998, (63 Fed. Reg. 8826 (Feb. 20, 1998)).

17. As used herein, the term "new corporation" is intended to refer to an entity formally organized under well recognized and established business law standard.

18. As noted in the Summary, the President directed the Secretary of Commerce to privatize DNS in a manner that increases competition and facilitates international participation in its management. Accordingly, the Department of Commerce will lead the coordination of the U.S. government's role in this transition.

19. 1998 Supplemental Appropriation and Reconciliation Act; Pub. L. 105-174; 112 Stat. 58.

20. ²⁰ Management principles for the .us domain space are set forth in Internet RFC 1480, (<http://www.isi.edu/in-notes/rfc1480.txt>).

21. These databases would also benefit domain name holders by making it less expensive for new registrars and registries to identify potential customers, enhancing competition and lowering prices.

EXHIBIT T

**JOINT PROJECT AGREEMENT BETWEEN
THE U.S. DEPARTMENT OF COMMERCE AND
THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

PREAMBLE

The U.S. Department of Commerce (Department) has an agreement (the Joint Project Agreement) with the Internet Corporation for Assigned Names and Numbers (ICANN) for the purpose of the joint development of the mechanisms, methods, and procedures necessary to effect the transition of Internet domain name and addressing system (DNS) to the private sector.

The Department continues to support private sector leadership in the innovation and investment that has characterized the development and expansion of the Internet around the globe. Furthermore, the Department continues to support the work of ICANN as the coordinator for the technical functions related to the management of the Internet DNS. Both Parties agree that preserving the security and stability of the Internet DNS is a priority, with ICANN's focus on DNS security matters being critical to this effort.

AGREEMENT BETWEEN THE PARTIES

In recognition of the Parties' desire to institutionalize the private sector technical coordination and management of the Internet DNS to the private sector, the Parties hereby agree as follows:

I. To strike Section V.B. from the Joint Project Agreement in its entirety and to substitute the following:

B. Department. The Department reaffirms its policy goal of transitioning the technical coordination of the DNS to the private sector in a manner that promotes stability and security, competition, bottom-up coordination, and representation. Consistent with this objective, the Department agrees to perform the following activities:

1. *Transparency and Accountability:* Continue to provide expertise and advice on methods and administrative procedures to encourage greater transparency, accountability, and openness in the consideration and adoption of policies related to the technical coordination of the Internet DNS;
2. *Root Server Security:* Continue to consult with the managers of root name servers operated by the U.S. Government and with other responsible U.S. Government agencies with respect to operational and security matters, both physical and network, of such root name servers and recommendations for improvements in those matters;
3. *Governmental Advisory Committee:* Participate in the Governmental Advisory Committee so as to facilitate effective consideration by ICANN of GAC advice on the public policy aspects of the technical coordination of the Internet DNS; and

4. *Monitoring:* Continue to monitor the performance of the activities conducted pursuant to this Agreement.

II. To strike Section V.C. from the Joint Project Agreement in its entirety and to substitute the following:

C. ICANN. ICANN reaffirms its commitment to maintaining security and stability in the coordination of the technical functions related to the management of the DNS and to perform as an organization founded on the principles of stability and security, competition, bottom-up coordination, and representation. In conformity with the ICANN Board-approved mission and core values, ICANN agrees to perform the following activities:

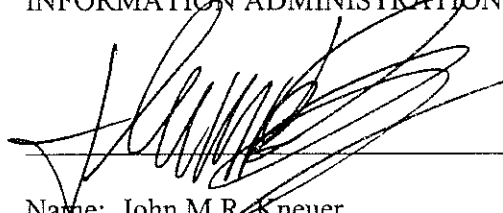
1. *Accountability:* To take action on the Responsibilities set out in the Affirmation of Responsibilities established by the ICANN Board in ICANN Board Resolution 06.71, dated September 25, 2006, (Responsibilities) and attached hereto as Annex A; and
2. *Reporting:* To publish, on or before December 31st of each year, an ICANN Annual Report that sets out ICANN's progress against the following:
 - a. ICANN Bylaws;
 - b. ICANN's Responsibilities; and
 - c. ICANN's Strategic and Operating Plans.

III. Strike Section VII from the Joint Project Agreement in its entirety and to replace it with:

- A. This Agreement will become effective upon signature of ICANN and the Department. This Agreement will terminate on September 30, 2009.
- B. In furtherance of the objective of this Agreement, and to support the completion of the transition of DNS management to the private sector, the Department will hold regular meetings with ICANN senior management and leadership to assess progress. In addition, the Department will conduct a midterm review of progress achieved on each activity and Responsibility that will include consultation with interested stakeholders.
- C. This Agreement may not be amended except upon the mutual written agreement of the Parties. Either Party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other Party. If this Agreement is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

IV. Except as specifically modified by this document, the terms and conditions of the Joint Project Agreement remain unchanged.

FOR THE NATIONAL
TELECOMMUNICATIONS AND
INFORMATION ADMINISTRATION:

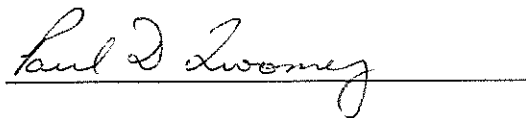


Name: John M.R. Kneuer

Title: Acting Assistant Secretary for
Communications and Information

Date: September 29, 2006

FOR THE INTERNET CORPORATION
FOR ASSIGNED NAMES AND
NUMBERS:



Name: Dr. Paul Twomey

Title: President and CEO

Date: September 29, 2006

ANNEX A

AFFIRMATION OF RESPONSIBILITIES
for
ICANN's Private Sector Management

Approved by the
ICANN Board of Directors
25 September 2006

ICANN shall continue in its commitment to the private sector management of the Internet DNS, by promoting the security and stability of the global Internet, while maintaining and promoting competition through its multi-stakeholder model.

ICANN hereby affirms and agrees to be guided by the following responsibilities:

- 1) **Security and Stability:** ICANN shall coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems.
- 2) **Transparency:** ICANN shall continue to develop, test and improve processes and procedures to encourage improved transparency, accessibility, efficiency, and timeliness in the consideration and adoption of policies related to technical coordination of the Internet DNS, and funding for ICANN operations. ICANN will innovate and aspire to be a leader in the area of transparency for organizations involved in private sector management.
- 3) **Accountability:** ICANN shall continue to develop, test, maintain, and improve on accountability mechanisms to be responsive to global Internet stakeholders in the consideration and adoption of policies related to the technical coordination of the Internet DNS, including continuing to improve openness and accessibility for enhanced participation in ICANN's bottom-up participatory policy development processes.
- 4) **Root Server Security and Relationships:** ICANN shall continue to coordinate with the operators of root name servers and other appropriate experts with respect to the operational and security matters, both physical and network, relating to the secure and stable coordination of the root zone; ensure appropriate contingency planning; maintain clear processes in root zone changes. ICANN will work to formalize relationships with root name server operators.
- 5) **TLD Management:** ICANN shall maintain and build on processes to ensure that competition, consumer interests, and Internet DNS stability and security issues

are identified and considered in TLD management decisions, including the consideration and implementation of new TLDs and the introduction of IDNs. ICANN will continue to develop its policy development processes, and will further develop processes for taking into account recommendations from ICANN's advisory committees and supporting organizations and other relevant expert advisory panels and organizations. ICANN shall continue to enforce existing policy relating to WHOIS, such existing policy requires that ICANN implement measures to maintain timely, unrestricted and public access to accurate and complete WHOIS information, including registrant, technical, billing and administrative contact information. ICANN shall continue its efforts to achieve stable agreements with country-code top-level domain (ccTLD) operators.

- 6) Multi-stakeholder Model: ICANN shall maintain and improve multi-stakeholder model and the global participation of all stakeholders, including conducting reviews of its existing advisory committees and supporting organizations, and will continue to further the effectiveness of the bottom-up policy development processes. ICANN will strive to increase engagement with the Private Sector by developing additional mechanisms for involvement of those affected by the ICANN policies.
- 7) Role of Governments: ICANN shall work with the Government Advisory Committee Members to review the GAC's role within ICANN so as to facilitate effective consideration of GAC advice on the public policy aspects of the technical coordination of the Internet.
- 8) IP Addressing: ICANN shall continue to work collaboratively on a global and regional level so as to incorporate Regional Internet Registries' policy-making activities into the ICANN processes while allowing them to continue their technical work. ICANN shall continue to maintain legal agreements with the RIRs (and such other appropriate organizations) reflecting this work.
- 9) Corporate Responsibility: ICANN shall maintain excellence and efficiency in operations, including good governance, organizational measures to maintain stable, international private sector organization, and shall maintain relevant technical and business experience for members of the Board of Directors, executive management, and staff. ICANN will implement appropriate mechanisms that foster participation in ICANN by global Internet stakeholders, such as providing educational services and fostering information sharing for constituents and promoting best practices among industry segments.
- 10) Corporate Administrative Structure: ICANN shall conduct a review of, and shall make necessary changes in, corporate administrative structure to ensure stability, including devoting adequate resources to contract enforcement, taking into account organizational and corporate governance "best practices."

EXHIBIT U

**AFFIRMATION OF COMMITMENTS BY THE UNITED STATES
DEPARTMENT OF COMMERCE AND THE INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS**

1. This document constitutes an Affirmation of Commitments (Affirmation) by the United States Department of Commerce (“DOC”) and the Internet Corporation for Assigned Names and Numbers (“ICANN”), a not-for-profit corporation. In recognition of the conclusion of the Joint Project Agreement and to institutionalize and memorialize the technical coordination of the Internet’s domain name and addressing system (DNS)¹, globally by a private sector led organization, the parties agree as follows:

2. The Internet is a transformative technology that will continue to empower people around the globe, spur innovation, facilitate trade and commerce, and enable the free and unfettered flow of information. One of the elements of the Internet’s success is a highly decentralized network that enables and encourages decision-making at a local level. Notwithstanding this decentralization, global technical coordination of the Internet’s underlying infrastructure - the DNS - is required to ensure interoperability.

3. This document affirms key commitments by DOC and ICANN, including commitments to: (a) ensure that decisions made related to the global technical coordination of the DNS are made in the public interest and are accountable and transparent; (b) preserve the security, stability and resiliency of the DNS; (c) promote competition, consumer trust, and consumer choice in the DNS marketplace; and (d) facilitate international participation in DNS technical coordination.

4. DOC affirms its commitment to a multi-stakeholder, private sector led, bottom-up policy development model for DNS technical coordination that acts for the benefit of global Internet users. A private coordinating process, the outcomes of which reflect the public interest, is best able to flexibly meet the changing needs of the Internet and of Internet users. ICANN and DOC recognize that there is a group of participants that engage in ICANN’s processes to a greater extent than Internet users generally. To ensure that its decisions are in the public interest, and not just the interests of a particular set of stakeholders, ICANN commits to perform and publish analyses of the positive and negative effects of its decisions on the public, including any financial impact on the public, and the positive or negative impact (if any) on the systemic security, stability and resiliency of the DNS.

5. DOC recognizes the importance of global Internet users being able to use the Internet in their local languages and character sets, and endorses the rapid introduction of internationalized country code top level domain names (ccTLDs), provided related security, stability and resiliency issues are first addressed. Nothing in this document is an expression of support by DOC of any specific plan or proposal for the implementation of

¹ For the purposes of this Affirmation the Internet’s domain name and addressing system (DNS) is defined as: domain names; Internet protocol addresses and autonomous system numbers; protocol port and parameter numbers. ICANN coordinates these identifiers at the overall level, consistent with its mission.

new generic top level domain names (gTLDs) or is an expression by DOC of a view that the potential consumer benefits of new gTLDs outweigh the potential costs.

6. DOC also affirms the United States Government's commitment to ongoing participation in ICANN's Governmental Advisory Committee (GAC). DOC recognizes the important role of the GAC with respect to ICANN decision-making and execution of tasks and of the effective consideration by ICANN of GAC input on the public policy aspects of the technical coordination of the Internet DNS.

7. ICANN commits to adhere to transparent and accountable budgeting processes, fact-based policy development, cross-community deliberations, and responsive consultation procedures that provide detailed explanations of the basis for decisions, including how comments have influenced the development of policy consideration, and to publish each year an annual report that sets out ICANN's progress against ICANN's bylaws, responsibilities, and strategic and operating plans. In addition, ICANN commits to provide a thorough and reasoned explanation of decisions taken, the rationale thereof and the sources of data and information on which ICANN relied.

8. ICANN affirms its commitments to: (a) maintain the capacity and ability to coordinate the Internet DNS at the overall level and to work for the maintenance of a single, interoperable Internet; (b) remain a not for profit corporation, headquartered in the United States of America with offices around the world to meet the needs of a global community; and (c) to operate as a multi-stakeholder, private sector led organization with input from the public, for whose benefit ICANN shall in all events act. ICANN is a private organization and nothing in this Affirmation should be construed as control by any one entity.

9. Recognizing that ICANN will evolve and adapt to fulfill its limited, but important technical mission of coordinating the DNS, ICANN further commits to take the following specific actions together with ongoing commitment reviews specified below:

9.1 Ensuring accountability, transparency and the interests of global Internet users:

ICANN commits to maintain and improve robust mechanisms for public input, accountability, and transparency so as to ensure that the outcomes of its decision-making will reflect the public interest and be accountable to all stakeholders by: (a) continually assessing and improving ICANN Board of Directors (Board) governance which shall include an ongoing evaluation of Board performance, the Board selection process, the extent to which Board composition meets ICANN's present and future needs, and the consideration of an appeal mechanism for Board decisions; (b) assessing the role and effectiveness of the GAC and its interaction with the Board and making recommendations for improvement to ensure effective consideration by ICANN of GAC input on the public policy aspects of the technical coordination of the DNS; (c) continually assessing and improving the processes by which ICANN receives public input (including adequate explanation of decisions taken and the rationale thereof); (d) continually assessing the extent to which ICANN's decisions are embraced, supported and accepted by the public and the Internet community; and

(e) assessing the policy development process to facilitate enhanced cross community deliberations, and effective and timely policy development. ICANN will organize a review of its execution of the above commitments no less frequently than every three years, with the first such review concluding no later than December 31, 2010. The review will be performed by volunteer community members and the review team will be constituted and published for public comment, and will include the following (or their designated nominees): the Chair of the GAC, the Chair of the Board of ICANN, the Assistant Secretary for Communications and Information of the DOC, representatives of the relevant ICANN Advisory Committees and Supporting Organizations and independent experts. Composition of the review team will be agreed jointly by the Chair of the GAC (in consultation with GAC members) and the Chair of the Board of ICANN. Resulting recommendations of the reviews will be provided to the Board and posted for public comment. The Board will take action within six months of receipt of the recommendations. Each of the foregoing reviews shall consider the extent to which the assessments and actions undertaken by ICANN have been successful in ensuring that ICANN is acting transparently, is accountable for its decision-making, and acts in the public interest. Integral to the foregoing reviews will be assessments of the extent to which the Board and staff have implemented the recommendations arising out of the other commitment reviews enumerated below.

9.2 Preserving security, stability and resiliency: ICANN has developed a plan to enhance the operational stability, reliability, resiliency, security, and global interoperability of the DNS, which will be regularly updated by ICANN to reflect emerging threats to the DNS. ICANN will organize a review of its execution of the above commitments no less frequently than every three years. The first such review shall commence one year from the effective date of this Affirmation. Particular attention will be paid to: (a) security, stability and resiliency matters, both physical and network, relating to the secure and stable coordination of the Internet DNS; (b) ensuring appropriate contingency planning; and (c) maintaining clear processes. Each of the reviews conducted under this section will assess the extent to which ICANN has successfully implemented the security plan, the effectiveness of the plan to deal with actual and potential challenges and threats, and the extent to which the security plan is sufficiently robust to meet future challenges and threats to the security, stability and resiliency of the Internet DNS, consistent with ICANN's limited technical mission. The review will be performed by volunteer community members and the review team will be constituted and published for public comment, and will include the following (or their designated nominees): the Chair of the GAC, the CEO of ICANN, representatives of the relevant Advisory Committees and Supporting Organizations, and independent experts. Composition of the review team will be agreed jointly by the Chair of the GAC (in consultation with GAC members) and the CEO of ICANN. Resulting recommendations of the reviews will be provided to the Board and posted for public comment. The Board will take action within six months of receipt of the recommendations.

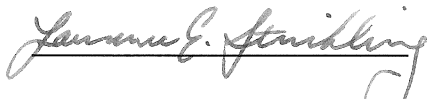
9.3 Promoting competition, consumer trust, and consumer choice: ICANN will ensure that as it contemplates expanding the top-level domain space, the various issues that are involved (including competition, consumer protection, security, stability and resiliency, malicious abuse issues, sovereignty concerns, and rights protection) will be adequately addressed prior to implementation. If and when new gTLDs (whether in ASCII or other language character sets) have been in operation for one year, ICANN will organize a review that will examine the extent to which the introduction or expansion of gTLDs has promoted competition, consumer trust and consumer choice, as well as effectiveness of (a) the application and evaluation process, and (b) safeguards put in place to mitigate issues involved in the introduction or expansion. ICANN will organize a further review of its execution of the above commitments two years after the first review, and then no less frequently than every four years. The reviews will be performed by volunteer community members and the review team will be constituted and published for public comment, and will include the following (or their designated nominees): the Chair of the GAC, the CEO of ICANN, representatives of the relevant Advisory Committees and Supporting Organizations, and independent experts. Composition of the review team will be agreed jointly by the Chair of the GAC (in consultation with GAC members) and the CEO of ICANN. Resulting recommendations of the reviews will be provided to the Board and posted for public comment. The Board will take action within six months of receipt of the recommendations.

9.3.1 ICANN additionally commits to enforcing its existing policy relating to WHOIS, subject to applicable laws. Such existing policy requires that ICANN implement measures to maintain timely, unrestricted and public access to accurate and complete WHOIS information, including registrant, technical, billing, and administrative contact information. One year from the effective date of this document and then no less frequently than every three years thereafter, ICANN will organize a review of WHOIS policy and its implementation to assess the extent to which WHOIS policy is effective and its implementation meets the legitimate needs of law enforcement and promotes consumer trust. The review will be performed by volunteer community members and the review team will be constituted and published for public comment, and will include the following (or their designated nominees): the Chair of the GAC, the CEO of ICANN, representatives of the relevant Advisory Committees and Supporting Organizations, as well as experts, and representatives of the global law enforcement community, and global privacy experts. Composition of the review team will be agreed jointly by the Chair of the GAC (in consultation with GAC members) and the CEO of ICANN. Resulting recommendations of the reviews will be provided to the Board and posted for public comment. The Board will take action within six months of receipt of the recommendations.

10. To facilitate transparency and openness in ICANN's deliberations and operations, the terms and output of each of the reviews will be published for public comment. Each review team will consider such public comment and amend the review as it deems appropriate before it issues its final report to the Board.

11. The DOC enters into this Affirmation of Commitments pursuant to its authority under 15 U.S.C. 1512 and 47 U.S.C. 902. ICANN commits to this Affirmation according to its Articles of Incorporation and its Bylaws. This agreement will become effective October 1, 2009. The agreement is intended to be long-standing, but may be amended at any time by mutual consent of the parties. Any party may terminate this Affirmation of Commitments by providing 120 days written notice to the other party. This Affirmation contemplates no transfer of funds between the parties. In the event this Affirmation of Commitments is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. All obligations of the DOC under this Affirmation of Commitments are subject to the availability of funds.

FOR THE NATIONAL
TELECOMMUNICATIONS AND
INFORMATION ADMINISTRATION:



Name: Lawrence E. Strickling
Title: Assistant Secretary for
Communications and Information

Date: September 30, 2009

FOR THE INTERNET CORPORATION
FOR ASSIGNED NAMES AND
NUMBERS:



Name: Rod Beckstrom
Title: President and CEO

Date: September 30, 2009

EXHIBIT V

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

ACCOUNTING CODE
N/A

AWARD NUMBER
NCR 92-18742

RECIPIENT NAME
Network Solutions, Incorporated

AMENDMENT NUMBER
Nineteen (19)

STREET ADDRESS
505 Huntmar Park Drive

EFFECTIVE DATE
November 10, 1999

CITY, STATE, ZIP CODE
Herndon, Virginia 22070

EXTEND WORK COMPLETION TO
November 10, 2003

CFDA NO. AND PROJECT TITLE
11. - National Telecommunications and Information Administration

COSTS ARE REVISED AS FOLLOWS: N/A	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$	\$	\$	\$
RECIPIENT SHARE OF COST	\$	\$	\$	\$
TOTAL ESTIMATED COST	\$	\$	\$	\$

REASON(S) FOR AMENDMENT

1. To extend the award period at no additional cost to the government.
2. To incorporate additional Special Award Conditions.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions

Line Item Budget

Other(s) _____

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Betty L. Cassidy
Grants Officer, Office of Executive Assistance Management

DATE
11/10/99

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Jonathan W. Emery
Senior Vice President - General Counsel & Secretary

DATE
11/10/99

SPECIAL AWARD CONDITIONS

Amendment 19 to Cooperative Agreement # NCR 92-18742

I. GENERAL

A. Definitions

- 1) The "Expiration Date" is the date specified in Section I.B.10 below.
- 2) "Accredited Registrar" means an individual or entity accredited by ICANN, or another entity designated by the Department of Commerce, to provide registrar services in the Registry TLDs.
- 3) "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, and its successors and assigns.
- 4) "NSI" refers to Network Solutions, Inc., and its successors and assigns.
- 5) "Other Services" means all services provided by NSI under this Cooperative Agreement other than Registrar Services or Registry Services, including specific obligations of NSI under Section I.B below and the provisions in Amendment 11 to this Cooperative Agreement labeled "Assistance to NewCo," "Root Servers," "Existing NSI Customers," and "New Contracts."
- 6) "Personal Data" refers to data about any identified or identifiable natural person.
- 7) "Registrar Accreditation Agreement" means the ICANN-NSI Registrar Accreditation Agreement entered into contemporaneously with this amendment, as it may be amended from time to time.
- 8) "Registrar Services" mean services provided under this Cooperative Agreement of the type provided by NSI under the Registrar Accreditation Agreement.
- 9) "Registry Agreement" means the ICANN-NSI Registry Agreement entered into contemporaneously with this amendment, as it may be amended from time to time.
- 10) "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form by the registry.
- 11) "Registry Services" means all services provided under this Cooperative Agreement of the type provided by NSI under the Registry Agreement.
- 12) "Registry TLDs" refers to the .com, .net, and .org TLDs.

- 13) "SLD" refers to a second-level domain in the Registry TLDs.
- 14) "Term of the Cooperative Agreement" runs through the earlier of the expiration or termination of this Cooperative Agreement.
- 15) "TLD" refers to a top-level domain in the Internet domain name system.
- 16) "Zone File Data" means all data contained in domain name system zone files for the Registry TLDs as provided to TLD nameservers on the Internet.

B. Agreements

The Department of Commerce and NSI agree as follows:

1. ICANN as NewCo

NSI recognizes ICANN as NewCo in accordance with the provisions of Amendment 11. The term "ICANN" shall replace the term "NewCo" wherever such reference appears in Amendment 11 to the Cooperative Agreement.

2. NSI Relationship with ICANN

A. NSI shall enter into the Registry Agreement (Appendix 1) and the Registrar Accreditation Agreement (Appendix 2). NSI's obligations under the Cooperative Agreement with respect to Registry Services and Registrar Services shall be satisfied by compliance with the Registry Agreement and the Registrar Accreditation Agreement, respectively, for so long as those Agreements (including any renewals of those agreements) are in effect (as determined by the dispute resolution procedures and termination provisions of those Agreements). NSI's obligations under the Cooperative Agreement with respect to Other Services (and Registry Services following the expiration or termination by NSI pursuant to Section 14 of the Registry Agreement) shall be satisfied by compliance with the Cooperative Agreement as amended.

B. If the Registry Agreement is terminated by ICANN for cause pursuant to Section 14 of that agreement, the Department of Commerce shall be entitled under Section I.B.8 below to terminate NSI's obligation to provide Registry Services under the Cooperative Agreement.

C. If the Registrar Accreditation Agreement is terminated by ICANN for cause pursuant to Section II.N of that agreement, the Department of Commerce shall be entitled under Section I.B.8 below to terminate NSI's obligation to provide Registrar Services under the Cooperative Agreement.

D. If the Registry Agreement and the Registrar Accreditation Agreement are both terminated by ICANN for cause pursuant to Section 14 and Section II.N of those agreements respectively, NSI's obligations to provide Registry Services, Registrar Services, and Other Services under the Cooperative Agreement shall terminate upon 90 days notice by either party of its intention to terminate such services.

E. NSI shall only accept registrations in the Registry TLDs from Accredited Registrars.

3. InterNIC

A. Within six months from the effective date of this amendment (the "Transition Period"), NSI shall transfer the internic.com, internic.org and internic.net SLD names to the Department of Commerce. Beginning within twenty-one days of this amendment and until NSI has completed such transfer, NSI shall provide port 43 Whois access to registry data through rs.internic.net. Such Whois service shall return, in addition to the requested registry data, a message stating: "Domain names in the .com, .net, and .org domains can now be registered with many different competing registrars. Go to <http://www.internic.net> for detailed information."

B. Until such time as NSI has completed such transfer, NSI in its capacity as registry shall maintain and operate the InterNIC website on behalf of the Department of Commerce, with content approved by the Department of Commerce, as a neutral stand alone web page that shall provide a public directory of all accredited registrars and associated contact information (including hotlinks) and other information regarding domain name registration services as directed by the Department of Commerce. NSI shall activate any substitute web pages supplied in HTML format by the Department of Commerce, during this period, within three business days of its receipt of the substitute web pages.

C. During the period lasting until nine months after the date of this amendment, the Department of Commerce will cooperate with NSI to assure the continued availability of the internic.net SLD name for purposes of email transmissions from registration templates to NSI. Prior to the end of such nine month period, NSI shall modify all of its registration templates and otherwise migrate from the use of the term "InterNIC," or Internet addresses that reflect the term "InterNIC," in connection with its provision of any product or service. Thereafter, the internic.net SLD name shall not be used for the provision of Registrar Services.

D. The Department of Commerce shall not transfer or grant a license for the internic.com, internic.org or internic.net SLD names, or the InterNIC mark, to any other registry or registrar for the purpose of competing with NSI.

E. During the Transition Period, NSI will cooperate with the Department of Commerce, or its designee, to ensure a seamless transition and continuous operation of the InterNIC websites.

4. Other Obligations of the Parties

A. The Department of Commerce will ensure that the authoritative root will point to the TLD zone servers designated by NSI for the Registry TLDs (Registry TLD zone server) until the earlier of the termination of this Cooperative Agreement by the Department of Commerce or termination for cause of the Registry Agreement by ICANN pursuant to Section 14 of that agreement.

B. The Department of Commerce acknowledges and agrees that NSI is and will remain the registry for the Registry TLD(s) until the earlier of the termination of this Cooperative Agreement by the Department of Commerce or termination for cause of the Registry Agreement by ICANN pursuant to Section 14 of that agreement.

C. Notwithstanding any changes NSI may make in the manner in which it propagates Registry TLD Zone File Data to the Registry TLD zone servers NSI shall continue to provide a complete zone file for downloading at least once per day. If, in order to fulfill its obligation to provide bulk public access to zone file data, NSI is required to incur significant additional costs to distribute complete copies of the zone files to multiple third parties, NSI shall be entitled to charge a reasonable cost-based fee provided such fee has been approved in advance by the Department of Commerce, said approval not to be unreasonably withheld.

D. NSI agrees to provide to the Department of Commerce, on a continuing basis, and at no cost to the Department of Commerce, the ability to access the current Registry TLD zone files.

E. In the interest of the smooth, reliable and consistent functioning of the Internet, for so long as the Cooperative Agreement is in effect, NSI agrees not to deploy alternative DNS root server systems.

5. Assignment of Registry Assets

NSI may assign and transfer its registry assets in connection with the sale of its registry business or for any other purpose only with the prior, written approval of the Department of Commerce, said approval not to be unreasonably withheld. Upon the approval of the Department of Commerce, appropriate provisions of the Cooperative Agreement may be assigned provided that the purchaser has agreed in a document of sale for NSI's registry assets to assume NSI's obligations with respect to the provision of Registry Services.

6. Approvals

- A. The Department of Commerce hereby approves the form of certification (Appendix 3) to be submitted every six months in fulfillment of NSI's obligations under Amendment 11 regarding NSI's provision to all licensed Accredited Registrars of equivalent access to its registry.
- B. The Department of Commerce hereby approves the separation of NSI's registry and registrar assets, as described in Appendix 4, in fulfillment of NSI's obligations under Amendment 11 to ensure that the revenues and assets of the registry are not used to financially advantage NSI's registrar activities to the detriment of other registrars.
- C. The Department of Commerce hereby approves the Registrar License and Agreement attached hereto as Appendix 5.
- D. Phase 1 of the development of the Shared Registration System, as described in the Shared Registry Section of Amendment 11, is extended until November 30, 1999. From the date of this amendment until November 30, 1999, NSI may employ either the Registrar License and Agreement approved in Amendment 13 or the Registrar License and Agreement approved in Section I.B.6.C above.

7. Specific Performance

During the Term of the Cooperative Agreement, the Department of Commerce may seek specific performance of any provision of the Cooperative Agreement, provided the Department is not in material breach of its obligations hereunder. This provision shall not entitle the Department of Commerce to seek specific performance of the Registry Agreement. This provision shall not entitle the Department of Commerce to seek specific performance of the Registrar Accreditation Agreement unless and until and for so long as such agreement has been assigned to the Department of Commerce by ICANN.

8. Termination

- A. In the event ICANN designates a Successor Registry pursuant to Section 22 of the Registry Agreement or terminates the Registry Agreement pursuant to Section 14 of that agreement, the Department agrees that upon the conclusion of the transfer when the Successor Registry is established and operational and NSI notifies the Department of the completion of the transfer, the Department will relieve, release and discharge NSI from any responsibility for Registry Services currently performed under the Cooperative Agreement that have been transferred to the Successor Registry.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance as the Registry have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the Registry for com, net, and org TLDs previously performed by Awardee under Cooperative Agreement NCR-9218742 which are now the subject of a contract between ICANN and [the successor Registry]. (attachment).

B. In the event ICANN terminates the Registrar Accreditation Agreement for cause pursuant to Section II.N of that agreement, the Department will relieve, release and discharge NSI from any responsibility for Registrar Services currently performed under the Cooperative Agreement.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance of Registrar Services have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the provision of Registrar Services for com, net, and org TLDs previously performed by Awardee under Cooperative Agreement NCR-9218742.

C. If the both the Registrar Accreditation Agreement and the Registry Agreement are terminated by ICANN for cause, the Department will relieve, release and discharge NSI from any responsibility for continuing to provide Other Services that are required under the Cooperative Agreement.

The final release will be effected by NSI sending a letter to the Department stating that:

Awardee, Network Solutions, Inc. hereby represents and certifies to the Department of Commerce, that in accordance with the requirements contained in

Amendment 19 to the Cooperative Agreement NCR-9218742, all requirements relating to its performance of Other Services have been completed.

We therefore request that, as provided by Amendment 19 to the Cooperative Agreement NCR-9218742, the Department of Commerce sign and return a copy of this letter and, in the block indicated below, acknowledge that we have completed the agreed upon items and are fully and finally relieved, released, and discharged from any responsibility for the provision of Other Services previously performed by Awardee under Cooperative Agreement NCR-9218742.

D. In the event that a final judgment is rendered specifically enforcing any provision of the Cooperative Agreement, the Department of Commerce may, by giving written notice, demand that NSI comply with such judgment. In the event that NSI fails to comply with such judgment within ninety days after the giving of notice, the Department of Commerce may terminate the Cooperative Agreement immediately by giving NSI written notice of termination and the Department of Commerce may initiate either a competitive action or other transaction pursuant to Section II.9 below or request ICANN to initiate procedures for designating a successor registry in compliance with the provisions of the Registry Agreement.

E. NSI shall cooperate in a transfer of responsibility for the provision of Registry Services, Registrar Services or Other Services that are required under the Cooperative Agreement.

F. This Section I.B.8 shall be read in accordance with the order of precedence provisions contained in Article 13 of the Cooperative Agreement Special Conditions. After the date of this amendment and for the Term of the Cooperative Agreement, Section I.B.8 shall supersede Section 37 ("Suspension or Termination for Convenience") of the Cooperative Agreement General Conditions and Article 25 ("Suspension or Termination") of the Grant General Conditions.

9. Compliance with Section II of this Amendment

While the Registry Agreement remains in effect, NSI shall not be obligated to comply with the provisions of Section II of this amendment. Upon termination (i) by NSI of the Registry Agreement pursuant to Section 14 of that agreement, (ii) due to the withdrawal of the Department's recognition of ICANN as described in Section 24 of that agreement, or (iii) by NSI with the approval of the Department of Commerce under Section 16(B) of that agreement, NSI shall no longer be required to comply with the Registry Agreement and NSI's obligations under Section II of this amendment shall take immediate effect without further action by the Department of Commerce or NSI.

10. Expiration Date

The Expiration Date of the Cooperative Agreement shall be four years after the date this amendment is signed, unless extended as provided below. In the event that NSI completes the legal separation of the ownership of its Registry Services business from its registrar business by divesting all the assets and operations of one of those businesses, within 18 months after the date of this amendment to an unaffiliated third party that enters an agreement enforceable by the Department of Commerce (i) not to be both a registry and a registrar in the Registry TLDs, and (ii) not to control, own or have as an affiliate any individual(s) or entity(ies) that, collectively, act as both a registry and a registrar in the Registry TLDs, the Expiration Date shall be extended for an additional four years, resulting in a total term of eight years. For the purposes of this Section, "unaffiliated third party" means an entity in which NSI (including its assigns, subdivisions, and divisions, and their respective directors, officers, employees, agents and representatives), does not have majority equity ownership or the ability to exercise managerial or operational control, either directly or indirectly through one or more intermediaries. "Control," as used in this Section I.B.10, means any of the following: (1) ownership, directly or indirectly, or other interest entitling NSI to exercise in the aggregate 25% or more of the voting power of an entity; (2) the power, directly or indirectly, to elect 25% or more of the board of directors (or equivalent governing body) of an entity; or (3) the ability, directly or indirectly, to direct or cause the direction of the management, operations, or policies of an entity.

11. Other Top Level Domains

Until such time as the Department of Commerce designates successor registries for the .edu and .us top level domains, NSI shall continue to provide Registry and, as appropriate, Registrar Services for such domains at no cost to the U.S. Government in the manner and at the funding level that these services are now provided. Upon the designation by the Department of Commerce of successor registries, which shall take place within 12 months of the date of this amendment, NSI shall cooperate with the Department of Commerce and the successor registries to facilitate the smooth transition of operation of these top level domains. With respect to the transfer of .edu, such cooperation shall include timely transfer to the successor registry of an electronic copy of the top level domain database and a full specification of the format of the data. After such transfers, NSI shall be relieved of further obligations for these domains under the Cooperative Agreement, and NSI shall no longer be the registry for these domains.

II. ADDITIONAL OBLIGATIONS

The Department of Commerce and NSI agree as follows:

1. NSI Obligations

During the Term of the Cooperative Agreement:

- A. NSI agrees that it will operate the registry for the Registry TLDs in accordance with the Cooperative Agreement;

B. NSI agrees to comply with Department of Commerce policies and directives regarding material aspects of NSI's provision of Registry Services as distinct from the detailed or day to day administration of the Registry.

C. NSI acknowledges and agrees that upon the earlier of the expiration or termination of the Cooperative Agreement, pursuant to Section I.B.8 of this amendment, it will cease to be the registry for the Registry TLDs, unless prior to the end of the Term of the Cooperative Agreement NSI is chosen as the Successor Registry in accordance with the provisions of the Cooperative Agreement. NSI shall cooperate in the transfer of responsibility for operation of the registry to the successor registry. Such cooperation shall include the timely transfer to the successor registry of an electronic copy of the registry database and of a full specification of the format of the data.

2. Data Escrow

NSI shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by NSI and the Department of Commerce, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at NSI's expense, by a reputable escrow agent mutually approved by NSI and the Department of Commerce, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among NSI, the Department of Commerce, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to the Department of Commerce; (B) the data shall be released to the Department of Commerce upon termination by the Department of Commerce of the Cooperative Agreement or upon its expiration if (1) the Cooperative Agreement has not sooner been terminated and (2) NSI has not been designated as the successor registry as the result of a competitive action or other transaction in accordance with applicable federal law and regulations.

3. NSI Handling of Personal Data

NSI agrees to notify registrars sponsoring registrations in the registry of the purposes for which Personal Data submitted to the registry by registrars is collected, the recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. NSI shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. NSI shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

4. Publication by NSI of Registry Data

A. NSI shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e. updated at least daily) registry database data

which, in response to input of an SLD name, shall report at least the following data elements in response to queries: (a) the SLD name registered, (b) the TLD in which the SLD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such SLD, (d) the identity of the sponsoring Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if the Department of Commerce adds to or subtracts from these elements, NSI will implement that policy.

B. To ensure operational stability of the registry, NSI may temporarily limit access under subsection (A), in which case NSI shall immediately notify the Department of Commerce in writing or electronically of the nature of and reason for the limitation. NSI shall not continue the limitation longer than three business days if the Department of Commerce objects in writing or electronically, which objection shall not be unreasonably made. Such temporary limitations shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI.

C. NSI as registry shall comply with Departmental direction providing for development and operation of a capability that provides distributed free public query-based (web and command-line) access to current registration data implemented by Accredited Registrars providing for capabilities comparable to WHOIS, including (if called for by Departmental direction) registry database lookup capabilities according to a specified format. If such a service implemented by Accredited Registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, NSI as registry shall cooperate and, if reasonably determined to be necessary by the Department of Commerce (considering such possibilities as remedial actions by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by Departmental direction.

5. Performance and Functional Specifications for Registry Services

Unless and until otherwise directed by the Department of Commerce, NSI shall provide registry services to Accredited Registrars meeting the performance and functional specifications set forth in the SRS specification then in place under the Registry Agreement. In the event the Department directs different performance and functional standards for the registry, NSI shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of II.7 of this amendment has been resolved prior to implementation and provided further that NSI is given a reasonable time for implementation.

NSI shall take all reasonable steps to ensure the continued operation, functionality, and accessibility of the Shared Registration System. In the event of operational instability or for the purpose of system maintenance, NSI may temporarily limit Accredited Registrar's access to the Shared Registration System on an equitable basis, in which case NSI shall immediately notify

the Department of Commerce and all affected Accredited Registrars in writing or electronically of the nature of and reason for the limitation and the expected date and time of service restoration. NSI shall take all reasonable steps to notify all Accredited Registrars at least 24 hours in advance of any anticipated (non emergency) Shared Registration System service interruption, the reason for the service interruption, and the expected date and time of service restoration.

6. Bulk Access to Zone Files

NSI shall provide third parties bulk access to the zone files for the Registry TLDs on the terms set forth in the zone file access agreement then in effect under the Registry Agreement. NSI may not change the access agreement without the prior written approval of the Department of Commerce.

7. Price for Registry Services

The price to licensed registrars for entering initial and renewal SLD registrations into the registry and for transferring a SLD registration from one accredited registrar to another will be as set forth in the Registry Agreement at the time of its expiration or termination. These prices shall be increased to reflect demonstrated increases in costs of operating the registry arising from (1) changes or additions to the work provided under the Cooperative Agreement directed by the Department of Commerce or (2) legislation specifically applicable to the Registry Services business of Registry adopted after the date of this amendment to ensure that NSI recovers such increased costs and a reasonable profit thereon.

8. NSI Agreements with Registrars

NSI shall make access to the Shared Registration System available only to Accredited Registrars and subject to the terms of the NSI/Registrar License and Agreement then in effect. NSI shall not change the provisions of the NSI/Registrar License and Agreement without the prior written approval of the Department of Commerce.

9. Designation of Successor Registry

NSI agrees that upon (a) one year prior to the expiration or (b) NSI's receipt of notice of termination of the Cooperative Agreement, pursuant to Section I.B.8 of this amendment, the Department of Commerce may initiate a competitive action or other transaction in accordance with applicable federal law and regulations to designate a successor registry.

Not later than 30 days after NSI's receipt of a notice of termination, NSI shall submit to the Department of Commerce, for the Department's immediate use in designating the Successor Registry, an electronic copy of all software (excluding the SRS software) and data related to its provision of Registry Services generated under the Cooperative Agreement through the date of

the notice of termination. Not later than 60 days after NSI's receipt of a notice of termination, NSI shall submit to the Department of Commerce, for its immediate use in designating a Successor Registry, all existing documentation for such software (excluding the SRS software) and data related to NSI's provision of Registry Services generated under the Cooperative Agreement through the date of the notice of termination.

If, after the expiration or termination pursuant to Section I.B.8 of this amendment, NSI or its assignee is not designated as the successor registry pursuant to the competitive action or transaction, NSI shall cooperate with the Department of Commerce and with the successor registry in order to facilitate the smooth transition of operation of the registry to the successor registry. Such cooperation shall include timely transfer to the successor registry of an electronic copy of the registry database and of a full specification of the format of the data. Thereafter NSI shall be relieved of further obligations under the Cooperative Agreement.

10. Rights in Data

Except as permitted by the Registrar License and Agreement, NSI shall not be entitled to claim any intellectual property rights in data or any database or portion thereof in the registry supplied by or through registrars other than NSI. In the event that Registry Data is released from escrow under Section II.2 or transferred to a successor registry under Sections I.B.8 or II.9, any rights held by NSI as registry in said Registry Data shall automatically be licensed on a non-exclusive, transferable, irrevocable, royalty-free, paid-up basis to the recipient of the data.

III. OTHER PROVISIONS

1. As of the date of this amendment NSI shall have no further obligations under Articles 2, 4, and 11 of the Cooperative Agreement Special Conditions.
2. Articles 9, 10 and 14 of the Cooperative Agreement Special Conditions, as amended, are hereby suspended as of the date of this amendment and NSI shall have no obligations under such provisions for so long as the Registry Agreement remains in effect. Upon termination of the Registry Agreement pursuant to (i) Section 14 of that agreement, (ii) the withdrawal of the Department's recognition of ICANN under Section 24 of that agreement, or (iii) with the approval of the Department of Commerce under Section 16(B) of that agreement, such provisions shall return to effect immediately without further action by the Department of Commerce or NSI.
3. Article 6 Section a of the Cooperative Agreement Special Conditions, as amended, is hereby amended to add the following new language:

NSI agrees to comply with Department of Commerce policies and directives regarding material aspects of NSI's provision of Other Services, as distinct from the detailed or day to day administration of the Registry in accordance with Cooperative Agreement Special

Conditions Article 5.

4. Article 8, Section G of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

3. The compensation provisions in Amendment 9 shall apply for the period April 1, 1998 through the effective date of this amendment.

and by adding a new Section G.4 as follows:

G.4.a. From the effective date of this amendment, NSI, in its capacity as a registrar for the Registry TLDs; may establish the charge to SLD holders (i) for registration of SLD names with respect to registrations for which NSI complies with the requirements of Section II.J.4. of NSI's Registrar Accreditation Agreement with ICANN or (ii) for any other service provided by NSI as registrar at its own discretion.

G.4.b. All income generated by user fees charged for Registry or Registrar Services shall be considered Program Income under the terms of the Cooperative Agreement and will be available to NSI as consideration for the services provided and may be used for any purpose in NSI's sole discretion, subject to its compliance with Section I.B.6.B of Amendment 19.

5. Article 12 of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

The following individuals shall serve as points of contact at NSI:

Jonathan Emery
David Graves

6. Article 15 of the Cooperative Agreement Special Conditions, as amended, is hereby amended to read:

All income generated by user fees charged for Registry or Registrar Services shall be considered Program Income under the terms of the Cooperative Agreement and will be available to NSI as consideration for the services provided and may be used for any purpose in NSI's sole discretion, subject to its compliance with Section I.B.6.B of Amendment 19.

7. Except as specifically modified by this amendment, all other terms and conditions of the Cooperative Agreement remain unchanged. The provisions of this amendment shall take precedence over any conflicting provision contained in any other portion of this Cooperative Agreement as amended.

REGISTRY AGREEMENT

This REGISTRY AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and Network Solutions, Inc., a Delaware corporation.

Definitions

For purposes of this Agreement, the following definitions shall apply:

1. A "Consensus Policy" is one adopted by ICANN as follows:

(a) "Consensus Policies" are those adopted based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) the adoption of the policy by the ICANN Board of Directors, (2) a recommendation that the policy should be adopted by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.

(b) In the event that NSI disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN's bylaws. Such review must be sought within fifteen working days of the publication of the Board's action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by subsection (a) above. In the event that NSI seeks review and the Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then NSI must implement such policy unless it promptly seeks and obtains injunctive relief under Section 13 below.

(c) If, following a decision by the Independent Review Panel convened under subsection (b) above, NSI still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute resolution procedures set forth in Section 13 below; provided, however, that NSI must continue to implement the policy unless it has obtained injunctive relief under Section 13 below or a final decision is rendered in accordance with the provisions of Section 13 that relieves NSI of such obligation. The decision in any such further review shall be based on the report and supporting materials required by subsection (a) above.

(d) A policy adopted by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting

Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in subsection (a) above. If the standard set forth in subsection (a) above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

(e) For all purposes under this Agreement, the policies identified in Appendix A adopted by the ICANN Board of Directors before the effective date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies."

(f) In the event that, at the time the ICANN Board adopts a policy under subsection (a) above during the term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen working day period allowed under subsection (b) above to seek review shall be extended until fifteen working days after ICANN does have such an Independent Review Panel in place and NSI shall not be obligated to comply with the policy in the interim.

2. The "Effective Date" is the date on which the Agreement is signed by ICANN and NSI.

3. The "Expiration Date" is the date specified in Section 23 below.

4. "gTLDs" means the .com, .net, and .org TLDs, and any new gTLDs established by ICANN.

5. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

6. "NSI" refers to Network Solutions, Inc., in its capacity as a domain name registry for the Registry TLDs, a party to this Agreement.

7. "Personal Data" refers to data about any identified or identifiable natural person.

8. "Registry Data" means all data maintained in electronic form in the registry database, and shall include Zone File Data, all data submitted by registrars in electronic form, and all other data concerning particular registrations or nameservers maintained in electronic form in the registry database.

9. "Registry Services" means operation of the registry for the Registry TLDs and shall include receipt of data concerning registrations and nameservers from registrars, provision of status information to registrars, operation of the registry TLD zone servers, and dissemination of TLD zone files.

10. "Registry TLDs" refers to the .com, .net, and .org TLDs.

11. "SLD" refers to a second-level domain in the Internet domain name system.

12. "Term of this Agreement" begins on the Effective Date and runs through the earliest of (a) the Expiration Date, (b) termination of this Agreement under Section 14 or Section 16(B), or (c) termination of this Agreement pursuant to withdrawal of the Department of Commerce's recognition of ICANN under Section 24.

13. "TLD" refers to a top-level domain in the Internet domain name system.

14. "Zone File Data" means all data contained in domain name system zone files for the Registry TLDs as provided to TLD nameservers on the Internet.

Agreements

NSI and ICANN agree as follows:

1. Designation of Registry. ICANN acknowledges and agrees that NSI is and will remain the registry for the Registry TLD(s) throughout the Term of this Agreement.

2. Recognition in Authoritative Root Server System. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (A) the authoritative root will point to the TLD zone servers designated by NSI for the Registry TLDs throughout the Term of this Agreement and (B) any changes to TLD zone server designation submitted to ICANN by NSI will be implemented by ICANN within five business days of submission. In the event that this Agreement is terminated (A) under Section 14 or 16(B) by NSI or (B) under Section 24 due to the withdrawal of recognition of ICANN by the United States Department of Commerce, ICANN's obligations concerning TLD zone server designations for the .com, .net, and .org TLDs in the authoritative root server system shall be as stated in a separate agreement between ICANN and the Department of Commerce.

3. General Obligations of NSI.

(A) During the Term of this Agreement:

(i) NSI agrees that it will operate the registry for the Registry TLDs in accordance with this Agreement;

(ii) NSI shall comply, in its operation of the registry, with all Consensus Policies insofar as they:

(a) are adopted by ICANN in compliance with Section 4 below,

(b) relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain-name system, (2) registry policies reasonably necessary to implement Consensus Policies relating to registrars, or (3) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and

(c) do not unreasonably restrain competition.

(B) NSI acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Section 14, it will cease to be the registry for the Registry TLDs, unless prior to the end of the term of this Agreement NSI is chosen as the Successor Registry in accordance with the provisions of this Agreement.

(C) To the extent that Consensus Policies are adopted in conformance with Section 4 of this Agreement, the measures permissible under Section 3(A)(ii)(b) shall include, without limitation:

(i) principles for allocation of SLD names (e.g., first-come/first-served, timely renewal, holding period after expiration);

(ii) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(iii) reservation of SLD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);

(iv) the allocation among continuing registrars of the SLD names sponsored in the registry by a registrar losing accreditation; and

(v) dispute resolution policies that take into account the use of a domain name.

Nothing in this Section 3 shall limit or otherwise affect NSI's obligations as set forth elsewhere in this Agreement.

4. General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of NSI, ICANN shall during the Term of this Agreement:

(A) exercise its responsibilities in an open and transparent manner;

(B) not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

(C) not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out NSI for disparate treatment unless justified by substantial and reasonable cause; and

(D) ensure, through its reconsideration and independent review policies, adequate appeal procedures for NSI, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

5. Protection from Burdens of Compliance With ICANN Policies. ICANN hereby agrees to indemnify and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages or liabilities arising solely from NSI's compliance as required by this Agreement with an ICANN policy adopted after both parties have entered into this Agreement, except that NSI shall not be indemnified or held harmless hereunder to the extent that the claims, damages or liabilities arise from the particular manner in which NSI has chosen to comply with the policy. In addition, NSI shall be given a reasonable period after receiving notice of adoption of an ICANN Consensus Policy in which to comply with that policy.

6. NSI Registry-Level Financial Support of ICANN. NSI, in its role as operator of the registry for the Registry TLDs, shall pay the gTLD registry-level fees adopted by ICANN in conformance with Section 4 of this Agreement, provided such fees are reasonably allocated among all gTLD registries that contract with ICANN and provided further that, if NSI's share of the total gTLD registry-level fees are or are budgeted to be in excess of \$250,000 in any given year, any such excess must be expressly approved by gTLD registries accounting, in aggregate, for payment of two-thirds of all gTLD registry-level fees. NSI shall pay such fees in a timely manner throughout the Term of this Agreement, and notwithstanding the pendency of any dispute between NSI and ICANN. NSI agrees to prepay \$250,000 toward its share of gTLD registry-level fees at the time of signing of this Agreement.

7. Data Escrow. NSI shall deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by NSI and ICANN, such approval not to be unreasonably withheld by either party. The escrow shall be maintained, at NSI's expense, by a reputable escrow agent mutually approved by NSI and ICANN, such approval also not to be unreasonably withheld by either party. The escrow shall be held under an agreement among ICANN, NSI, the United States Department of Commerce, and the escrow agent providing that (A) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to ICANN or to the United States Department of Commerce; (B) the data shall be released to ICANN upon termination of this Agreement by ICANN under Section 14 or upon the Expiration Date if (1) this Agreement has not sooner been terminated and (2) it has been finally determined by the ICANN Board (and no injunction obtained pursuant to Section 13 has been obtained) that NSI will not be designated as the successor registry under Section 22 of this Agreement; and (C), in the alternative, the data shall be released to the United States Department of Commerce according to the terms of the cooperative agreement between NSI and the United States Government.

8. NSI Handling of Personal Data. NSI agrees to notify registrars sponsoring registrations in the registry of the purposes for which Personal Data submitted to the registry by registrars is collected, the recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. NSI shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. NSI shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

9. Publication by NSI of Registry Data.

(A) NSI shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e. updated at least daily) registry database data which, in response to input of an SLD name, shall report at least the following data elements in response to queries: (a) the SLD name registered, (b) the TLD in which the SLD is registered; (c) the IP addresses and corresponding names of the primary nameserver and secondary nameserver(s) for such SLD, (d) the identity of the sponsoring Registrar, and (e) the date of the most recent modification to the domain name record in the registry database; provided, however, that if ICANN adopts a Consensus Policy that adds to or subtracts from these elements, NSI will implement that policy.

(B) To ensure operational stability of the registry, NSI may temporarily limit access under subsection (A), in which case NSI shall immediately notify ICANN of the nature of and reason for the limitation. NSI shall not continue the limitation longer than three business days if ICANN objects in writing, which objection shall not be unreasonably made. Such temporary limitations shall be

applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI.

(C) NSI as registry shall comply with Consensus Policies providing for development and operation of a capability that provides distributed free public query-based (web and command-line) access to current registration data implemented by registrars providing for capabilities comparable to WHOIS, including (if called for by the Consensus Policy) registry database lookup capabilities according to a specified format. If such a service implemented by registrars on a distributed basis does not within a reasonable time provide reasonably robust, reliable and convenient access to accurate and up-to-date registration data, NSI as registry shall cooperate and, if reasonably determined to be necessary by ICANN (considering such possibilities as remedial action by specific registrars), provide data from the registry database to facilitate the development of a centralized service providing equivalent functionality in a manner established by a Consensus Policy.

10. Rights in Data. Except as permitted by the Registrar License and Agreement, NSI shall not be entitled to claim any intellectual property rights in data in the registry supplied by or through registrars other than NSI. In the event that Registry Data is released from escrow under Section 7 or transferred to a Successor Registry under Section 22(D), any rights held by NSI as registry in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to the recipient of the data.

11. Limitation of Liability. Neither party shall be liable to the other under this Agreement for any special, indirect, incidental, punitive, exemplary or consequential damages.

12. Specific Performance. During the Term of this Agreement, either party may seek specific performance of any provision of this Agreement as provided by Section 13, provided the party seeking such performance is not in material breach of its obligations.

13. Resolution of Disputes Under This Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of both parties (except for any dispute over whether a policy adopted by the Board is a Consensus Policy, in which case at the election of either party), by an arbitration conducted as provided in this Section pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in

conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

14. Termination.

(A) In the event an arbitration award or court judgment is rendered specifically enforcing any provision of this Agreement or declaring a party's rights or obligations under this Agreement, either party may, by giving written notice, demand that the other party comply with the award or judgment. In the event that the other party fails to comply with the order or judgment within ninety days after the giving of notice (unless relieved of the obligation to comply by a court or arbitration order before the end of that ninety-day period), the first party may terminate this Agreement immediately by giving the other party written notice of termination.

(B) In the event of termination by DOC of its Cooperative Agreement with NSI pursuant to Section I.B.8 of Amendment 19 to that Agreement, ICANN shall, after receiving express notification of that fact from DOC and a request from DOC to terminate NSI as the operator of the registry database for the Registry TLDs, terminate NSI's rights under this Agreement, and shall cooperate with DOC to facilitate the transfer of the operation of the registry database to a successor registry.

15. Assignment. Neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing sentence, a party may assign this Agreement by giving written notice to the other party in the following circumstances, provided the assignee agrees in writing with the other party to assume the assigning party's obligations under this Agreement: (a) NSI may assign this Agreement as part of the transfer of its registry business approved under Section 25 and (b) ICANN may, in conjunction with a reorganization or reincorporation of ICANN and with the written approval of the Department of Commerce, assign this Agreement to another non-profit corporation organized for the same or substantially the same purposes as ICANN.

16. Relationship to Cooperative Agreement Between NSI and U.S. Government.

(A) NSI's obligations under this Agreement are conditioned on the agreement by NSI and the Department of Commerce to Amendment 19 to the

Cooperative Agreement in the form attached to this Agreement as Appendix C.

(B) If within a reasonable period of time ICANN has not made substantial progress towards having entered into agreements with competing registries and NSI is adversely affected from a competitive perspective, NSI may terminate this Agreement with the approval of the U.S. Department of Commerce. In such event, as provided in Section 16(A) above, the Cooperative Agreement shall replace this Agreement.

(C) In the case of conflict while they are both in effect, and to the extent that they address the same subject in an inconsistent manner, the term(s) of the Cooperative Agreement shall take precedence over this Agreement.

17. NSI Agreements with Registrars. NSI shall make access to the Shared Registration System available to all ICANN-accredited registrars subject to the terms of the NSI/Registrar License and Agreement (attached as Appendix B). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN. Such agreement shall also be revised to incorporate any Registry Service Level Agreement implemented under Section 18.

18. Performance and Functional Specifications for Registry Services. Unless and until ICANN adopts different standards as a Consensus Policy pursuant to Section 4, NSI shall provide registry services to ICANN-accredited registrars meeting the performance and functional specifications set forth in SRS specification version 1.0.6 dated September 10, 1999, as supplemented by Appendix E and any Registry Service Level Agreement established according to this Section 18. In the event ICANN adopts different performance and functional standards for the registry as a Consensus Policy in compliance with Section 4, NSI shall comply with those standards to the extent practicable, provided that compensation pursuant to the provisions of Section 20 has been resolved prior to implementation and provided further that NSI is given a reasonable time for implementation. In no event shall NSI be required to implement any different functional standards before 3 years from the Effective Date of this Agreement.

Within 45 days after the Effective Date, (i) representatives designated by ICANN of registrars accredited by ICANN for the Registry TLDs and (ii) NSI will establish a Registry Service Level Agreement for the registry system that shall include, at least:

(A) identified service level parameters and measurements regarding performance of the registry system, including, for example, system availability;

(B) responsibilities of registrars using the registry system and NSI (e.g., the obligation of the registrars to notify NSI of any experienced registry system outages and the obligation of NSI to respond in a timely manner to registry system outages);

(C) an appropriate service-level dispute-resolution process; and

(D) remedies for failure to comply with the Registry Service Level Agreement.

Unless the Registry Service Level Agreement requires fundamental architecture changes to the registry system or extraordinary increases in costs to NSI beyond what is generally required to implement a service level agreement (which is not the intent of the parties) the creation and implementation of the Registry Service Level Agreement shall not result in a price increase under Section 20.

The 45-day drafting process for the Registry Service Level Agreement shall be structured as follows: (E) the designated representatives and NSI (the "SLA Working Group") shall promptly meet and shall within 20 days after the Effective Date complete a draft of the Registry Service Level Agreement; (F) all registrars accredited by ICANN for the Registry TLDs shall have 10 days after distribution of that draft to submit comments to the SLA Working Group; and (G) the SLA Working Group shall meet again to finalize the Registry Service Level Agreement, taking into account the comments of the registrars. The 45-day period shall be subject to extension by mutual agreement of the members of the SLA Working Group. The SLA shall be implemented as soon as reasonably feasible after its completion and approval by ICANN, including by implementation in stages if appropriate.

After it is approved by the SLA Working Group and ICANN, the Registry Service Level Agreement shall be incorporated in the NSI/Registrar License and Agreement referred to in Section 17.

19. Bulk Access to Zone Files. NSI shall provide third parties bulk access to the zone files for .com, .net, and .org TLDs on the terms set forth in the zone file access agreement (attached as Appendix D). Such agreement may be revised by NSI, provided however, that any such changes must be approved in advance by ICANN.

20. Price for Registry Services. The price(s) to accredited registrars for entering initial and renewal SLD registrations into the registry database and for transferring a SLD registration from one accredited registrar to another will be as set forth in Section 5 of the Registrar License and Agreement (attached as Appendix B). These prices shall be increased through an amendment to this Agreement as approved by ICANN and NSI, such approval not to be unreasonably withheld, to reflect demonstrated increases in the net costs of operating the registry arising from (1) ICANN policies adopted after the date of this Agreement, or (2) legislation specifically applicable to the provision of Registry Services adopted after the date of this Agreement, to ensure that NSI recovers such costs and a reasonable profit thereon; provided that such increases exceed any reductions in costs arising from (1) or (2) above.

21. Additional NSI Obligations.

(A) NSI shall provide all licensed Accredited Registrars (including NSI acting as registrar) with equivalent access to the Shared Registration System. NSI

further agrees that it will make a certification to ICANN every six months, using the objective criteria set forth in Appendix F that NSI is providing all licensed Accredited Registrars with equivalent access to its registry services.

(B) NSI will ensure, in a form and through ways described in Appendix F that the revenues and assets of the registry are not utilized to advantage NSI's registrar activities to the detriment of other registrars.

22. Designation of Successor Registry.

(A) Not later than one year prior to the end of the term of this Agreement, ICANN shall, in accordance with Section 4, adopt an open, transparent procedure for designating a Successor Registry. The requirement that this procedure be opened one year prior to the end of the Agreement shall be waived in the event that the Agreement is terminated prior to its expiration.

(B) NSI or its assignee shall be eligible to serve as the Successor Registry and neither the procedure established in accordance with subsection (A) nor the fact that NSI is the incumbent shall disadvantage NSI in comparison to other entities seeking to serve as the Successor Registry.

(C) If NSI or its assignee is not designated as the Successor Registry, NSI or its assignee shall cooperate with ICANN and with the Successor Registry in order to facilitate the smooth transition of operation of the registry to Successor Registry. Such cooperation shall include the timely transfer to the Successor Registry of an electronic copy of the registry database and of a full specification of the format of the data.

(D) ICANN shall select as the Successor Registry the eligible party that it reasonably determines is best qualified to perform the registry function under terms and conditions developed as a Consensus Policy, taking into account all factors relevant to the stability of the Internet, promotion of competition, and maximization of consumer choice, including without limitation: functional capabilities and performance specifications proposed by the eligible party for its operation of the registry, the price at which registry services are proposed to be provided by the party, relevant experience of the party, and demonstrated ability of the party to handle operations at the required scale. ICANN shall not charge any additional fee to the Successor Registry.

(E) In the event that a party other than NSI or its assignee is designated as the Successor Registry, NSI shall have the right to challenge the reasonableness of ICANN's failure to designate NSI or its assignee as the Successor Registry under the provisions of Section 13 of this Agreement.

23. Expiration of this Agreement. The Expiration Date shall be four years after the Effective Date, unless extended as provided below. In the event that NSI completes

the legal separation of ownership of its Registry Services business from its registrar business by divesting all the assets and operations of one of those businesses within 18 months after Effective Date to an unaffiliated third party that enters an agreement enforceable by ICANN and the Department of Commerce (i) not to be both a registry and a registrar in the Registry TLDs, and (ii) not to control, own or have as an affiliate any individual(s) or entity(ies) that, collectively, act as both a registry and a registrar in the Registry TLDs, the Expiration Date shall be extended for an additional four years, resulting in a total term of eight years. For the purposes of this Section, "unaffiliated third party" means any entity in which NSI (including its successors and assigns, subsidiaries and divisions, and their respective directors, officers, employees, agents and representatives) does not have majority equity ownership or the ability to exercise managerial or operational control, either directly or indirectly through one or more intermediaries. "Control," as used in this Section 23, means any of the following: (1) ownership, directly or indirectly, or other interest entitling NSI to exercise in the aggregate 25% or more of the voting power of an entity; (2) the power, directly or indirectly, to elect 25% or more of the board of directors (or equivalent governing body) of an entity; or (3) the ability, directly or indirectly, to direct or cause the direction of the management, operations, or policies of an entity.

24. Withdrawal of Recognition of ICANN by the Department of Commerce. In the event that, prior to the expiration or termination of this Agreement under Section 14 or 16(B), the United States Department of Commerce withdraws its recognition of ICANN as NewCo under the Statement of Policy pursuant to the procedures set forth in Section 5 of Amendment 1 (dated November 10, 1999) to the Memorandum of Understanding between ICANN and the Department of Commerce, this Agreement shall terminate.

25. Assignment of Registry Assets. NSI may assign and transfer its registry assets in connection with the sale of its registry business only with the approval of the Department of Commerce.

26. Option to Substitute Generic Agreement. At NSI's option, it may substitute any generic ICANN/Registry agreement that may be adopted by ICANN for this Agreement; provided, however, that Sections 16, 19, 20, 21, 23, 24, and 25 of this Agreement will remain in effect following any such election by NSI.

27. Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registry.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649
Attention: Chief Executive Officer

If to Registry, addressed to:

1. Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attention: General Counsel

2. Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attention: Registry General Manager

28. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

29. Language. All notices, designations, and specifications made under this Agreement shall be in the English language.

30. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto pertaining to the registry for the Registry TLDs and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. This Agreement is intended to coexist with any Registrar Accreditation Agreement between the parties.

31. Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: Michael M. Roberts

Michael M. Roberts
President and CEO

Date: November 10, 1999

NETWORK SOLUTIONS, INC.

By: Jonathan W. Emery

Jonathan W. Emery
Senior Vice President, General
Counsel & Secretary

Date: November 10, 1999

REGISTRAR ACCREDITATION AGREEMENT

Table of Contents

I. DEFINITIONS

II. TERMS AND CONDITIONS OF AGREEMENT

- A. Accreditation.
- B. Registrar Use of ICANN Name.
- C. General Obligations of ICANN.
- D. General Obligations of Registrar.
- E. Submission of SLD Holder Data to Registry.
- F. Public Access to Data on SLD Registrations.
- G. Retention of SLD Holder and Registration Data.
- H. Rights in Data.
- I. Data Escrow.
- J. Business Dealings, Including with SLD Holders.
- K. Domain-Name Dispute Resolution.
- L. Accreditation Fees.
- M. Specific Performance.
- N. Termination of Agreement.
- O. Term of Agreement; Renewal; Right to Substitute Updated Agreement.
- P. Resolution of Disputes Under This Agreement.
- Q. Limitations on Monetary Remedies for Violations of this Agreement.
- R. Handling by ICANN of Registrar-Supplied Data.
- S. Miscellaneous.

This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a not-for-profit corporation, and Network Solutions, Inc. ("Registrar"), a Delaware corporation, and shall be deemed made on November 10, 1999, at Los Angeles, California, USA.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

A. "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of registration services.

B. A “Consensus Policy” is one adopted by ICANN as follows:

1. “Consensus Policies” are those adopted based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (1) the adoption of the policy by the ICANN Board of Directors, (2) a recommendation that the policy should be adopted, by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, and (3) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.
2. In the event that Registrar disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN’s bylaws. Such review must be sought within fifteen working days of publication of the Board’s action adopting the policy. The decision of the panel shall be based on the report and supporting materials required by Section I.B.1 above. In the event that Registrar seeks review and the Panel sustains the Board’s determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then Registrar must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Section II.P.
3. In the event, following a decision by the Independent Review Panel convened under Section I.B.2 above, that Registrar still disputes the presence of such a consensus, it may seek further review of that issue within fifteen working days of publication of the decision in accordance with the dispute-resolution procedures set forth in Section II.P below; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Section II.P or a final decision is rendered in accordance with the provisions of Section II.P that relieves Registrar of such obligation. The decision in any such further review shall be based on the report and supporting materials required by Section I.B.1 above.
4. A policy adopted by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, and if immediate temporary adoption of a policy on the subject is necessary to maintain the stability of the Internet or the operation of the domain name system, and if the proposed policy is as narrowly tailored as feasible to achieve those objectives. In adopting any policy under this provision, the ICANN Board of Directors shall state the period of time for which the policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for adopting the temporary policy and why the Board believes the policy should receive the

consensus support of Internet stakeholders. If the period of time for which the policy is adopted exceeds 45 days, the Board shall reaffirm its temporary adoption every 45 days for a total period not to exceed 180 days, in order to maintain such policy in effect until such time as it meets the standard set forth in Section I.B.1. If the standard set forth in Section I.B.1 above is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary policy, it will no longer be a "Consensus Policy."

5. For all purposes under this Agreement, the policies specifically identified by ICANN on its website (www.icann.org/general/consensus-policies.htm) at the date of this Agreement as having been adopted by the ICANN Board of Directors before the date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies" and accordingly shall not be subject to review under Section I.B.2.

6. In the event that, at the time the ICANN Board adopts a policy under Section I.B.1 during the term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen-working-day period allowed under Section I.B.2 to seek review shall be extended until fifteen working days after ICANN does have such an Independent Review Panel in place and Registrar shall not be obligated to comply with the policy in the interim.

C. "DNS" refers to the Internet domain-name system.

D. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

E. An "ICANN-adopted policy" (and references to ICANN "adopt[ing]" a policy or policies) refers to a Consensus Policy adopted by ICANN (i) in conformity with applicable provisions of its articles of incorporation and bylaws and Section II.C of this Agreement and (ii) of which Registrar has been given notice and a reasonable period in which to comply.

F. "IP" means Internet Protocol.

G. "Personal Data" refers to data about any identified or identifiable natural person.

H. The word "Registrar," when appearing with an initial capital letter, refers to Network Solutions, Inc., a party to this Agreement.

I. The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with SLD holders and a registry, collecting registration data about the SLD holders and submitting zone file information for entry in the registry database.

J. A "Registry" is the person(s) or entity(ies) then responsible, in accordance with an agreement between ICANN and that person or entity (those persons or entities) or, if that agreement is

terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing registry services.

K. An “SLD” is a second-level domain of the DNS.

L. An SLD registration is “sponsored” by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the SLD holder or, in the event a registrar loses accreditation, in accordance with then-current ICANN-adopted policies.

M. A “TLD” is a top-level domain of the DNS.

II. TERMS AND CONDITIONS OF AGREEMENT

The parties agree as follows:

A. Accreditation. During the term of this Agreement, Registrar is hereby accredited by ICANN to act as a registrar (including to insert and renew registration of SLDs in the registry database) for the .com, .net, and .org TLDs.

B. Registrar Use of ICANN Name. Registrar is hereby granted a non-exclusive worldwide license to state during the term of this Agreement that it is accredited by ICANN as a registrar in the .com, .net, and .org TLDs. No other use of ICANN’s name is licensed hereby. This license may not be assigned or sublicensed by Registrar.

C. General Obligations of ICANN. With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:

1. exercise its responsibilities in an open and transparent manner;
2. not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;
3. not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and
4. ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.

D. General Obligations of Registrar.

1. During the Term of this Agreement:

- a. Registrar agrees that it will operate as a registrar for TLDs for which it is accredited by ICANN in accordance with this Agreement;
- b. Registrar shall comply, in such operations, with all ICANN-adopted Policies insofar as they:
 - i. relate to one or more of the following: (A) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability and/or stable operation of the Internet or domain-name system, (B) registrar policies reasonably necessary to implement Consensus Policies relating to the Registry, or (C) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names), and
 - ii. do not unreasonably restrain competition.

2. To the extent that Consensus Policies are adopted in conformance with Section II.C of this Agreement, the measures permissible under Section II.D.1.b.i shall include, without limitation:

- i. principles for allocation of SLD names (e.g., first-come/first-served, timely renewal, holding period after expiration);
- ii. prohibitions on warehousing of or speculation in domain names by registrars;
- iii. reservation of SLD names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and single-letter/digit names);
- iv. the allocation among continuing registrars of the SLD names sponsored in the registry by a registrar losing accreditation;
- v. the transfer of registration data upon a change in registrar sponsoring the registration; and
- vi. dispute resolution policies that take into account the use of a domain name.

Nothing in this Section II.D shall limit or otherwise affect Registrar's obligations as set forth elsewhere in this Agreement.

E. Submission of SLD Holder Data to Registry. During the term of this Agreement:

1. As part of its registration of SLDs in the .com, .net, and .org TLDs, Registrar shall submit to, or shall place in the registry database operated by Registry the following data elements concerning SLD registrations that Registrar processes:
 - a. The name of the SLD being registered;
 - b. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;
 - c. The corresponding names of those nameservers;
 - d. Unless automatically generated by the registry system, the identity of the registrar;
 - e. Unless automatically generated by the registry system, the expiration date of the registration; and
 - f. Other data required as a result of further development of the registry system by the Registry.
2. Within five (5) business days after receiving any updates from the SLD holder to the data elements listed in Sections II.E.1.b and c for any SLD registration Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the registry database operated by Registry.
3. In order to allow reconstitution of the registry database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry permitted by the contract Registry has with ICANN and/or the United States Department of Commerce, within ten days of any such request by ICANN Registrar shall submit an electronic database containing the data elements listed in Sections II.F.1.a through d for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry for the appropriate TLD.

F. Public Access to Data on SLD Registrations. During the term of this Agreement:

1. At its expense, Registrar shall provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e. updated at least daily) data concerning all active SLD registrations sponsored by Registrar in the registry for the .com, .net, and .org TLDs. The data accessible shall consist of elements that are designated from time to time according to an ICANN-adopted policy. Until ICANN

otherwise specifies by means of an ICANN-adopted policy, this data shall consist of the following elements as contained in Registrar's database:

- a. The name of the SLD being registered and the TLD for which registration is being requested;
 - b. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;
 - c. The corresponding names of those nameservers;
 - d. The identity of Registrar (which may be provided through Registrar's website);
 - e. The original creation date of the registration;
 - f. The expiration date of the registration;
 - g. The name and postal address of the SLD holder;
 - h. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the SLD; and
 - i. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the SLD.
2. Upon receiving any updates to the data elements listed in Sections II.F.1.b through d and f through i from the SLD holder, Registrar shall promptly update its database used to provide the public access described in Section II.F.1.
 3. Registrar may subcontract its obligation to provide the public access described in Section II.F.1 and the updating described in Section II.F.2, provided that Registrar shall remain fully responsible for the proper provision of the access and updating.
 4. Registrar shall abide by any ICANN-adopted Policy that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any ICANN-adopted Policy requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.

5. In providing query-based public access to registration data as required by Sections II.F.1 and II.F.4, Registrar shall not impose terms and conditions on use of the data provided except as permitted by an ICANN-adopted policy. Unless and until ICANN adopts a different policy, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); or (b) enable high volume, automated, electronic processes that apply to Registrar (or its systems).
6. In addition, Registrar shall provide third-party bulk access to the data subject to public access under Section II.F.1 under the following terms and conditions:
 - a. Registrar shall make a complete electronic copy of the data available at least one time per week for download by third parties who have entered into a bulk access agreement with Registrar.
 - b. Registrar may charge an annual fee, not to exceed US\$10,000, for such bulk access to the data.
 - c. Registrar's access agreement shall require the third party to agree not to use the data to allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam).
 - d. Registrar's access agreement may require the third party to agree not to use the data to enable high-volume, automated, electronic processes that apply to Registrar (or its systems).
 - e. Registrar's access agreement may require the third party to agree not to sell or redistribute the data except insofar as it has been incorporated by the third party into a value-added product or service that does not permit the extraction of a substantial portion of the bulk data from the value-added product or service for use by other parties.
 - f. Registrar may enable SLD holders who are individuals to elect not to have Personal Data concerning their registrations available for bulk access for marketing purposes based on Registrar's "Opt-Out" policy, and if Registrar has such a policy Registrar shall require the third party to abide by the terms of that Opt-Out policy; provided, however, that Registrar may not use such data subject to opt-out for marketing purposes in its own value-added product or service.
7. Registrar's obligations under Section II.F.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN-adopted policy governing bulk access to the data subject to public access under Section II.F.1, or (b) demonstration, to the satisfaction of the United States Department of Commerce, that no individual or entity is able to exercise market power with respect to registrations or with respect to

registration data used for development of value-added products and services by third parties.

8. To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time adopt policies establishing limits on the Personal Data concerning SLD registrations that Registrar may make available to the public through a public-access service described in this Section II.F and on the manner in which Registrar may make them available. In the event ICANN adopts any such policy, Registrar shall abide by it.

G. Retention of SLD Holder and Registration Data.

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 SLD registration sponsored by it in the registry for the .com, .net, and .org TLDs. The data for each such registration shall include the elements listed in Sections II.F.1.a through i, as well as the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact.

2. During the term of this Agreement and for three years thereafter, Registrar (itself or by its agent) shall maintain the following records relating to its dealings with the Registry and SLD holders:

- a. In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry;
- b. In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with actual SLD holders, including registration contracts; and
- c. In electronic form, records of the accounts of all SLD holders with Registrar, including dates and amounts of all payments and refunds.

Registrar shall make these records available for inspection by ICANN upon reasonable notice. ICANN shall not disclose such records except as expressly permitted by an ICANN-adopted policy.

H. Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Sections II.E.1.a through c for all SLD registrations submitted by Registrar to, or sponsored by Registrar in, the registry database for the .com, .net, and .org TLDs. Registrar does not disclaim rights in the data elements listed in Sections II.E.1.d through f and II.F.1.d through i concerning active SLD registrations sponsored by it in the registry for the .com, .net, and .org TLDs, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Sections II.F.1.d through i for the purpose of providing a service (such as a Whois service under Section II.F.4) providing interactive, query-

based public access. Upon a change in sponsorship from Registrar of any SLD registration in the registry for the .com, .net, and .org TLDs, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Sections II.E.1.d and e and II.F.1 through i concerning that registration, with Registrar also retaining the rights of an owner in that data. Nothing in this Section II.H prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with any ICANN-adopted policies or (2) transferring rights it claims in data elements subject to the provisions of this Section II.H.

I. Data Escrow. During the term of this Agreement, on a schedule, under the terms, and in the format specified in the then-current ICANN-adopted policy on registrar escrow requirements, Registrar shall submit an electronic copy of the database described in Section II.G.1 to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Section II.I, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide registrar services.

J. Business Dealings, Including with SLD Holders.

1. In the event ICANN adopts a policy supported by a consensus of ICANN-accredited registrars establishing or approving a Code of Conduct for such registrars, Registrar shall abide by that Code.
2. Registrar shall abide by applicable laws and governmental regulations.
3. Registrar shall not represent to any actual or potential SLD holder that Registrar enjoys access to a registry for which Registrar is accredited that is superior to that of any other registrar accredited for that registry.
4. Registrar shall not activate any SLD registration unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the SLD holder upon activation of the registration.
5. Registrar shall register SLDs to SLD holders only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the SLD holder to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of

extenuating circumstances, result in cancellation of the registration. In the event that ICANN adopts a policy concerning procedures for handling expiration of registrations, Registrar shall abide by that policy.

6. Registrar shall not insert or renew any SLD name in any registry for which Registrar is accredited by ICANN in a manner contrary to an ICANN-adopted policy stating a list or specification of excluded SLD names that is in effect at the time of insertion or renewal.

7. Registrar shall require all SLD holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions:

a. The SLD holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them during the term of the SLD registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the SLD holder; name of authorized person for contact purposes in the case of an SLD holder that is an organization, association, or corporation; and the data elements listed in Section II.F.1.b, c, and h through i above.

An SLD holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar, or its failure to respond for over fifteen calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the SLD holder's registration shall constitute a material breach of the SLD holder-registrar contract and be a basis for cancellation of the SLD registration.

Any SLD holder that intends to license use of a domain name to a third party is nonetheless the SLD holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the SLD. An SLD holder licensing use of an SLD according to this provision shall accept liability for harm caused by wrongful use of the SLD, unless it promptly discloses the identity of the licensee to a party providing the SLD holder reasonable evidence of actionable harm.

b. Registrar shall provide notice to each new or renewed SLD holder stating:

i. The purposes for which any Personal Data collected from the applicant are intended;

ii. The intended recipients or categories of recipients of the data (including the Registry and others who will receive the data from Registry);

- iii. Which data are obligatory and which data, if any, are voluntary; and
 - iv. How the SLD holder or data subject can access and, if necessary, rectify the data held about them.
- c. The SLD holder shall consent to the data processing referred to in Section II.J.7.b.
- d. The SLD holder shall represent that notice has been provided equivalent to that described in Section II.J.7.b. above to any third-party individuals whose Personal Data are supplied to Registrar by the SLD holder, and that the SLD holder has obtained consent equivalent to that referred to in Section II.J.7.c of any such third-party individuals.
- e. Registrar shall agree that it will not process the Personal Data collected from the SLD holder in a way incompatible with the purposes and other limitations about which it has provided notice to the SLD holder in accordance with Section II.J.7.b, above.
- f. Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.
- g. The SLD holder shall represent that, to the best of the SLD holder's knowledge and belief, neither the registration of the SLD name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party.
- h. For the adjudication of disputes concerning or arising from use of the SLD name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder's domicile and (2) where Registrar is located.
- i. The SLD holder shall agree that its registration of the SLD name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted policy, (1) to correct mistakes by Registrar or the Registry in registering the name or (2) for the resolution of disputes concerning the SLD name.
- j. The SLD holder shall indemnify and hold harmless the Registry and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the SLD holder's domain name registration.

8. Registrar shall abide by any ICANN-adopted policies requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with an SLD registration sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with an SLD registration sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with an SLD registration it sponsors, it shall take reasonable steps to correct that inaccuracy.

9. Registrar shall abide by any ICANN-adopted policy prohibiting or restricting warehousing of or speculation in domain names by registrars.

10. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term of this Agreement.

11. Nothing in this Agreement prescribes or limits the amount Registrar may charge SLD holders for registration of SLD names.

K. Domain-Name Dispute Resolution. During the term of this Agreement, Registrar shall have in place a policy and procedure for resolution of disputes concerning SLD names. In the event that ICANN adopts a policy or procedure for resolution of disputes concerning SLD names that by its terms applies to Registrar, Registrar shall adhere to the policy or procedure.

L. Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN. These fees consist of yearly and on-going components.

1. The yearly component for the term of this Agreement shall be US \$5,000. Payment of the yearly component shall be due upon execution by Registrar of this Agreement and upon each anniversary date after such execution during the term of this Agreement (other than the expiration date).

2. Registrar shall pay the on-going component of Registrar accreditation fees adopted by ICANN in accordance with the provisions of Section II.C above, provided such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.

3. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

M. Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section II.P below, provided the party seeking such performance is not in material breach of its obligations.

N. Termination of Agreement. This Agreement may be terminated before its expiration by Registrar by giving ICANN thirty days written notice. It may be terminated before its expiration by ICANN in any of the following circumstances:

1. There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.
2. Registrar:
 - a. is convicted of a felony or other serious offense related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of these; or
 - b. is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.
3. Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.
4. Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by ICANN during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review under Section I.B.2 of whether a consensus is present) within fifteen working days after ICANN gives Registrar notice of the breach.
5. Registrar fails to comply with a ruling granting specific performance under Sections II.M and II.P.
6. Registrar continues acting in a manner that ICANN has reasonably determined endangers the stability or operational integrity of the Internet after receiving three days notice of that determination.
7. Registrar becomes bankrupt or insolvent.

This Agreement may be terminated in circumstances 1 through 6 above only upon fifteen days written notice to Registrar (in the case of circumstance 4 occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under

Section II.P to determine the appropriateness of termination under this Agreement. In the event Registrar initiates litigation or arbitration concerning the appropriateness of termination by ICANN, the termination shall be stayed an additional thirty days to allow Registrar to obtain a stay of termination under Section II.P below. If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five working days pending ICANN's application for more extended specific performance or injunctive relief under Section II.P. This Agreement may be terminated immediately upon notice to Registrar in circumstance 7 above.

O. Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall have an initial term until November 9, 2004, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the ICANN-adopted policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as amended, and agrees to be bound by the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Sections II.C and II.D (as Section II.D may have been amended by an ICANN-adopted policy). In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the such then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to accredited registrars in the .com, .net, or .org TLDs, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Section II.N above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

P. Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Section II.P pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN,

Registrar may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the arbitration panel has granted an ICANN request for specific performance and Registrar has failed to comply with such ruling. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Section I.B.2 sustaining the Board's determination that a policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.

Q. Limitations on Monetary Remedies for Violations of this Agreement. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of accreditation fees paid by Registrar to ICANN under Section II.L of this Agreement. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation fees owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

R. Handling by ICANN of Registrar-Supplied Data. Before receiving any Personal Data from Registrar, ICANN shall specify to Registrar in writing the purposes for and conditions under which ICANN intends to use the Personal Data. ICANN may from time to time provide Registrar with a revised specification of such purposes and conditions, which specification shall become effective no fewer than thirty days after it is provided to Registrar. ICANN shall not use Personal Data provided by Registrar for a purpose or under conditions inconsistent with the specification in effect when the Personal Data were provided. ICANN shall take reasonable steps to avoid uses of the Personal Data by third parties inconsistent with the specification.

S. Miscellaneous.

I. Assignment. Either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld, except that ICANN may, with the written approval of the United States Department of Commerce, assign this agreement by giving Registrar written notice of the assignment. In the event of assignment by ICANN, the assignee may, with the approval of the United States Department of Commerce, revise the definition of "Consensus Policy" to the extent necessary to meet the organizational circumstances of the assignee, provided the revised definition requires that Consensus Policies be based on a demonstrated consensus of Internet stakeholders.

2. No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registrar to any non-party to this Agreement, including any SLD holder.

3. Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
Registrar Accreditation
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Telephone: 1/703/742-4889
Facsimile: 1/703/742-8706
Attn: David Graves, Director, Business Affairs (acting)

With a copy to:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Telephone: 1/703/742-0400
Facsimile: 1/703/742-3386
Attn: General Counsel

4. Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

5. Language. All notices, designations, and specifications made under this Agreement shall be in the English language.

6. Entire Agreement. Except for any written transition agreement that may be executed concurrently herewith by both parties, this Agreement constitutes the entire agreement of the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

7. Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: Michael M. Roberts
Michael M. Roberts
President and CEO

NETWORK SOLUTIONS, INC.

By: Jonathan W. Emery
Jonathan W. Emery
Senior Vice President, General
Counsel & Secretary

Equivalent Access Certification

Network Solutions, acting in its capacity as the "Registry" makes the following certification:

1. All Registrars (including Network Solutions as a Registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.
2. The Registry has made the current version of the Registrar toolkit software accessible to all Registrars and has made any updates available to all Registrars on the same schedule.
3. All Registrars have the same level of access to Registry customer support personnel via telephone, e-mail and the Registry website.
4. All Registrars have the same level of access to the Network Solutions Registry resources to resolve Registry/Registrar or Registrar/Registrar disputes and technical and/or administrative customer service issues.
5. All Registrars have the same level of access to Registry-generated data to reconcile their registration activities from Registry Web and ftp servers.
6. All Registrars may perform basic automated registrar account management functions using the same Registrar tool made available to all Registrars by the Registry.
7. The Shared Registration System does not include any algorithms or protocols that differentiate among Registrars with respect to functionality, including database access, system priorities and overall performance.
8. All Registry-assigned personnel have been directed not to give preferential treatment to any particular Registrar.
9. I have taken reasonable steps to verify that the foregoing representations are being complied with.

This Certification is dated this the __ day of _____, _____.

Network Solutions, Inc.

By: _____

Name: Bruce Chovnick

Title: General Manager, Network Solutions Registry

Network Solutions Registry Organizational Conflict of Interest Compliance Plan

Network Solutions has implemented the following organizational, physical and procedural safeguards to ensure that revenues and assets of the Network Solutions Registry business are not utilized to advantage the Network Solutions Registrar business to the detriment of other competing registrars. Network Solutions recognizes the potential for organizational conflicts of interest ("OCI") between the Registry and Registrar businesses and has placed these generally accepted, US Government recognized safeguards in place to avoid operational issues.

I. NSI ORGANIZATIONAL STRUCTURE

In recognition of potential OCI, Network Solutions established organization barriers by separating Network Solutions' Registry, Registrar and Information Technology Services businesses into separate profit and loss ("P&L") centers, each with its own General Manager. Each General Manager reports directly to the Chief Executive Officer of Network Solutions and has dedicated direct reporting employees in the finance, marketing, engineering, customer affairs and customer service functions, as appropriate. Each P&L employee is dedicated to the line of business for which he/she directly works.

The corporate administrative support functions under the Chief Financial Officer, Chief Information Officer, Chief Technology Officer, and General Counsel provide support to each line of business on a cost allocated basis or a dedicated project accounting basis. These officers and the Chief Executive Officer will be compensated based on consolidated financial results, versus Registrar or Registry results.

The Registry General Manager has authority over all operational decisions and is the business owner of this compliance plan. The Registry employs a Compliance Officer to administer day-to-day oversight and administration of this plan.

The Network Solutions General Counsel's office employs an overall OCI compliance function to oversee corporate adherence to the Plan and to resolve potential conflicts or actual conflicts among Network Solutions functions.

II. FINANCIAL SEPARATION

The Registry business accounts for its own costs, revenues, cash flow, etc. as a separate P&L center, using separate and distinct systems and accounting functions. Reasonable and independently auditable internal accounting controls are in place to ensure the adequacy of these systems and functions. The individual financial statements of each P&L center are then consolidated at the corporate level for tax and SEC reporting.

III. LOCATION CHANGE

To further separate businesses and, among other things, ensure that the risk of inadvertent disclosure of sensitive information is effectively mitigated, Network Solutions has relocated the Registry and Registrar businesses to separate facilities.

IV. PHYSICAL BARRIERS

Each NSI business unit employee has a security badge that will provide him/her access only to the facility he/she works in and the Network Solutions headquarters facility. At the Registry facility, only Registry-assigned personnel ("Registry Personnel") will have regular badge access to the premises and any other person will be treated as a visitor to the facility and will gain access only through established visitor sign-in and identification badge procedures.

V. ACCESS TO THE REGISTRY

The Registry business provides access to all Registry customers through the following mechanisms and separates Registry Systems and information from NSI Registrar Systems and information through these processes:

1. All Registrars (including Network Solutions as a Registrar) connect to the Shared Registration System Gateway via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication.
2. All Registrars have access to Registry-generated data to reconcile their registration activities from Registry Web and ftp servers. All Registrars may perform basic automated registrar account management functions using the same Registrar tool made available to all Registrars by the Registry.

3. The Shared Registration System does not include any algorithms that differentiate among Registrars with respect to functionality, including database access, system priorities and overall performance.

4. Network Solutions as Registrar will not be given any access to the Registry not available to any other Registrar.

5. Any information regarding the technical interface of Registry/Registrar operations will be made equally available to all Registrars.

VI. INFORMATION CONTROL

The Registry has in place various procedural safeguards to ensure that data and information of the Registry business are not utilized to advantage the Network Solutions Registrar business. Network Solutions has adopted a policy regarding the marking, access and dissemination of business sensitive information (Exhibit A). This policy requires employees to mark all sensitive information as "Registry Sensitive Information." Furthermore, the policy requires that all sensitive information be limited in access and disseminated only to those Registry Personnel and other personnel who are identified to have a legitimate "need to know," which shall not include Registrar-assigned personnel. The Registry General Manager maintains a matrix that dictates who can access particular categories of Registry Sensitive information. All sensitive information is secured in an appropriate manner to ensure confidentiality and security. Consent of the Registry General Manager is required prior to release of financial or statistical information relating to the Registry business.

VII. TRAINING

All Registry Personnel and other employees who have a need to know Registry business undergo a formal OCI Training Program, developed by the Registry Compliance Officer, providing the staff members with a clear understanding of this Plan and the staff members' responsibility under the plan. OCI training is required before any potential staff member is given an assignment or access to Registry material. OCI refresher training is given on an annual basis.

VIII. NON-DISCLOSURE AGREEMENTS/OCI AVOIDANCE CERTIFICATIONS

Upon completion of the training program, all Registry Personnel and other employees who have a need to know Registry business (which shall not include Registrar-assigned personnel), are required to sign a non-disclosure agreement

(Exhibit B) and a Registry Business OCI Avoidance Certification (Exhibit C) acknowledging his/her understanding of the OCI requirements, and certifying that he/she will strictly comply with the provisions of the OCI Plan. The signed agreements are maintained in the program files and the individual's personnel file. Each staff member acknowledges verification of the annual refresher training required by this Plan.



Title: Access and Dissemination of Proprietary Information **Date:** September 24, 1999

Approved: Jim Rutt, Chief Executive Officer

1. **Purpose:** To establish policies (i) for the protection of Proprietary Information developed by and/or in the possession of Network Solutions, Inc. ("Network Solutions"), and (ii) for the protection of Sensitive Information of the Registry Business to ensure that the revenue and assets of the Registry Business are not utilized to advantage the Registrar Business to the detriment of other competing registrars.
2. **Scope:** This policy is applicable to all employees of Network Solutions.
3. **Definitions:**
 - 3.1 **Proprietary Information.** Financial, personnel, technical, or business information owned or possessed by Network Solutions which has not been authorized for public release. Such information is frequently referred to as "Proprietary Information," "Confidential Information" or "Privileged Information."
 - 3.2 **Registry Sensitive Information.** Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Network Solutions relating to its Registry business which could be utilized to advantage the Network Solutions Registrar business to the detriment of other competing registrars. Examples are found in Attachment 1.
 - 3.3 **Registrar Sensitive Information.** Proprietary Information or other financial, personnel, technical, or business information owned or possessed by Network Solutions relating to its Registrar business.
 - 3.4 **Computer Software.** Computer programs and computer databases.
 - 3.5 **Computer Software Documentation.** Technical data, including computer listing and printouts, in human-readable form which (i) document the design or details of

computer software, (ii) explain the capabilities of the software, or (iii) provide instructions for using the software to obtain desired results from a computer.

4. Procedures for Protection of Proprietary Information:

4.1 Responsibility. Managers are responsible for identifying Proprietary Information, Registry Sensitive Information and Registrar Sensitive Information developed, produced or possessed by their business unit and for instructing employees reporting to them regarding the proper handling and safeguarding of such information. Each Network Solutions employee should exercise reasonable care to protect Proprietary Information, Registry Sensitive Information and Registrar Sensitive Information from unauthorized or inadvertent disclosure.

4.2 Disclosure. It is recognized that there are occasions to disclose Proprietary Information to outsiders. Such disclosure should not be made without the prior written approval of an authorized Corporate officer of Network Solutions. Advice from Corporate counsel should be obtained on all questions relating to the identification or releasing of Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information.

4.3 Marking of Documents. Employees should, as a matter of routine, mark each document containing Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information with one of the markings described below at the time the document is produced. Computer tapes and other recorded material should be identified by proper labeling which is visible to the ordinary person while the material is being stored. In addition, all such material should have a warning notice at the beginning of the material to ensure the user is forewarned about the proprietary or sensitive nature of its contents (as soon as access is afforded to a computer tape or at the beginning of a sound recording, etc.).

4.3.1 Internal Documents

On internal documents (reports, memoranda, drawings, etc.) the applicable following legend shall be put at the top or bottom of the first page or, in the case of drawings, in the space provided for such legends. The "need to know" principle shall be the guideline when divulging Proprietary Information or Sensitive Information internally.

Network Solutions Proprietary Information

The information on this document is proprietary to Network Solutions. It may not be used, reproduced or disclosed without the written approval of Network Solutions.

Network Solutions Registry Sensitive Information

The information on this document is proprietary to Network Solutions and Network Solutions' Registry business. It may not be used, reproduced or disclosed without the written approval of the General Manager of the Network Solutions Registry business.

Network Solutions Registrar Sensitive Information

The information on this document is proprietary to Network Solutions and Network Solutions' Registrar business. It may not be used, reproduced or disclosed without the written approval of the General Manager of the Network Solutions Registrar business.

4.3.2 Documents for External Distribution

A. Reports and Similar Documents

The following legend shall be typed or stamped on the cover and/or title page of reports or on the face of other documentation provided to others:

Network Solutions Proprietary Information

This document is the property of Network Solutions, Inc. It may be used by recipient only for the purpose for which it was transmitted and shall be returned upon request or when no longer needed by recipient. It may not be copied or communicated without the prior written consent of Network Solutions.

B. Letters

On letters to outsiders which contain Proprietary Information, the following statement or equivalent shall appear in the text:

Information contained herein is Network Solutions Proprietary Information and is made available to you because of your interest in our company (or program, etc.). This information is submitted in confidence and its disclosure to you is not intended to constitute public disclosure or authorization for disclosure to other parties.

C. Proposals to Commercial Companies

1. A restrictive legend such as the following shall be placed on the title page of each volume of the proposal:

Network Solutions, Inc.'s (NSI's) proposal, which follows, contains information and data that are privileged and/or confidential to NSI. This information and data are not made available for public review and are submitted voluntarily to XYZ COMPANY NAME only for purposes of review and evaluation in connection with this proposal. No other use of the information and data contained herein is permitted without the express written permission of NSI. Information and data contained herein is protected by the Virginia Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license of any kind whatsoever is granted to any third party to use the information and data contained herein unless a written agreement exists between NSI and the third party which desires access to the information and data. Under no condition should the information and data contained herein be provided in any manner whatsoever to any third party without the prior written permission of NSI. The data subject to this restriction is contained in pages _____.

2. Each page of the proposal which contains Proprietary Information shall be marked as follows:

Use or disclosure of proposal information is subject to the restriction on the title page of this proposal.

D. Proprietary Information Released Pursuant to Contract

When Proprietary Information is exchanged between Network Solutions and another company, a Confidentiality Agreement or Non-Disclosure Agreement shall be executed by the parties concerned.

1. The parties will designate in writing one or more individuals within their own organization as the only person(s) authorized to receive Proprietary Information exchanged between the parties pursuant to this Agreement (see Attachment 2 for a sample agreement).

2. All information which the disclosing party claims as proprietary shall be received in writing, clearly identified as proprietary, and delivered personally or by mail addressed to individuals designated above to receive the Proprietary Information.

5. Safekeeping

When not in use, Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information should be stored in a locked desk, cabinet or file. Such material should not be left unattended during the workday and should be turned face down in the presence of visitors or employees who have no need to know.

6. Destruction

Burning, shredding or comparable methods should be used for the destruction of Proprietary Information, Registry Sensitive Information or Registrar Sensitive Information.

7. Terminating Employees

Terminating employees should be reminded of their responsibilities and obligations in protecting Proprietary Information as outlined in Administrative Policy A-3, "Standards of Business Ethics and Conduct." Permission to retain such information after termination must be in writing and approved by the Network Solutions General Counsel prior to removal.

8. Third-Party Proprietary Information

Proprietary Information received from other companies through contractual or pre-contractual relationships will be afforded the same level of protection given to Network Solutions' Proprietary Information.

9. Questions

Questions concerning implementation or interpretation of this policy should be referred to the appropriate General Manager or the General Counsel.

Attachment 1 Examples of Registry Sensitive Information

A. Engineering Information

Engineering information, including schematics, code, and engineering notes should be considered Registry Sensitive Information.

B. Statistical Information

Some statistical information will be available for public consumption. Such information does not require any special treatment, so long as neither the Network Solutions Registrar nor Registry does not receive any preferential treatment (e.g., early access to such information). Other statistics, such as numbers of registrations, transfers, etc., performed by each registrar, as well as processing times, numbers of failures or any information that is trending negative or contains negative performance factors not generally available to the public should be considered either Registry Sensitive Information or Registrar Sensitive Information, as applicable.

One area of statistical data that is deserving of special attention is Registry information pertaining to the numbers of registrations, transfers, etc., performed by each registrar. All such information is Registry Sensitive Information and will be treated accordingly. Unless otherwise approved, registration activity information must be protected from disclosure to any registrar other than the registrar to which the information refers. Such protection extends to precluding Network Solutions' Board of Directors, Chief Executive Officer, Chief Financial Officer, and the General Manager of the Registrar business from access to Registry Sensitive Information pertaining to any registrar other than Network Solutions.

C. Financial Information

Financial data related to either the NSI Registry or Registrar is Sensitive Information and will not be released without the express consent of the applicable General Manager, Chief Executive Officer or Chief Financial Officer of Network Solutions. Monthly expenses and income shall be kept sensitive and restricted from disclosure to any party other than the appropriate Registry or Registrar staff and select members of Network Solutions' senior staff.

Attachment 2

NON-DISCLOSURE AGREEMENT
Proprietary Information

This is an Agreement, effective _____, 199_ between Network Solutions, Inc. (hereinafter referred to as "NSI") and _____ (hereinafter referred to as "_____"). It is recognized that it may be necessary or desirable to exchange information between NSI and _____ for the purpose of _____.

With respect to the information exchanged between the parties subsequent to this date, the parties agree as follows:

(1) "Proprietary Information" shall include, but not be limited to, performance, sales, financial, contractual and special marketing information, ideas, technical data and concepts originated by the disclosing party, not previously published or otherwise disclosed to the general public, not previously available without restriction to the receiving party or others, nor normally furnished to others without compensation, and which the disclosing party desires to protect against unrestricted disclosure or competitive use, and which is furnished pursuant to this Agreement and appropriately identified as being proprietary when furnished.

(2) In order for proprietary information disclosed by one party to the other to be protected in accordance with this Agreement, it must be: (a) in writing or in electronic form; (b) clearly identified as proprietary information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the disclosing party; and (c) delivered by letter of transmittal, hand delivery, or electronically transmitted to the individual designated in Paragraph 3 below, or his designee. Where the proprietary information has not been or cannot be reduced to written or electronic form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Non-Disclosure Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the individual identified in Paragraph 3 below, within 20 calendar days of said oral disclosures. Neither party shall identify information as proprietary which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

(3) In order for either party's proprietary information to be protected as described herein, it must be submitted in written or electronic form as discussed in Paragraph 2 above to:

NSI _____

Name: James M. Ulam, Esq. Name: _____

Title: Asst. General Counsel Title: _____

Address: 505 Huntmar Park Drive Address: _____
Herndon, VA 20170

Telephone No: (703)742-4737

Telephone No: _____

FAX No: (703)742-0065

FAX No: _____

(4) Each party covenants and agrees that it will keep in confidence, and prevent the disclosure to any person or persons outside its organization or to any unauthorized person or persons, any and all information which is received from the other under this Non-Disclosure Agreement and has been protected in accordance with paragraphs 2 and 3 hereof; provided however, that a receiving party shall not be liable for disclosure of any such information if the same:

- A. Was in the public domain at the time it was disclosed,
- B. Becomes part of the public domain without breach of this Agreement,
- C. Is disclosed with the written approval of the other party,
- D. Is disclosed after three years from receipt of the information,
- E. Was independently developed by the receiving party,
- F. Is or was disclosed by the disclosing party to a third party without restriction, or
- G. Is disclosed pursuant to the provisions of a court order.

As between the parties hereto, the provisions of this Paragraph 4 shall supersede the provisions of any inconsistent legend that may be affixed to said data by the disclosing party, and the inconsistent provisions of any such legend shall be without any force or effect.

Any protected information provided by one party to the other shall be used only in furtherance of the purposes described in this Agreement, and shall be, upon request at any time, returned to the disclosing party. If either party loses or makes unauthorized disclosure of the other party's protected information, it shall notify such other party immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

(5) The standard of care for protecting Proprietary Information imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own proprietary information, but in no event less than reasonable care.

(6) Neither party shall be liable for the inadvertent or accidental disclosure of Proprietary Information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such data or information.

(7) In providing any information hereunder, each disclosing party makes no representations, either express or implied, as to the information's adequacy, sufficiency,

or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such information, nor shall either party incur any liability or obligation whatsoever by reason of such information, except as provided under Paragraph 4, hereof.

(8) This Non-Disclosure Agreement contains the entire agreement relative to the protection of information to be exchanged hereunder, and supersedes all prior or contemporaneous oral or written understandings or agreements regarding this issue. This Non-Disclosure Agreement shall not be modified or amended, except in a written instrument executed by the parties.

(9) Nothing contained in this Non-Disclosure Agreement shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the inventions, patents, technical data, computer software, or software documentation of the other party.

(10) Nothing contained in this Non-Disclosure Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.

(11) The effective date of this Non-Disclosure Agreement shall be the date upon which the last signatory below executes this Agreement.

(12) This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

(13) This Non-Disclosure Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent shall not unreasonably be withheld. This consent requirement shall not apply in the event either party shall change its corporate name or merge with another corporation. This Non-Disclosure Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

(14) Both parties agree to take all reasonable precautions to prevent any trading in Company securities by their respective officers, directors, employees and agents having knowledge of the proposed transaction between the parties until the proposed transaction has been sufficiently publicly disclosed. The parties understand and agree that until a press release is issued regarding a proposed transaction between the parties, neither party will disclose the fact that negotiations are taking place, except to professional advisors and to employees of the parties on a need-to-know basis.

(15) It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this agreement by either party or any of its representatives and that the non-breaching party shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that either party or any of its representatives have breached this agreement, then the breaching party shall be liable and pay to the non-breaching party the reasonable legal fees incurred in connection with such litigation, including an appeal therefrom.

Network Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

NON-DISCLOSURE AGREEMENT

I understand I am an employee assigned to the Registry business of Network Solutions, Inc. ("Network Solutions") or another employee who has a need to know information related to the Registry Business of Network Solutions (but not a Registrar-assigned employee) which is proprietary, confidential or business sensitive, belonging to the Registry Business of Network Solutions, other companies or customers of the Registry Business ("Need to Know Employee"). I agree not to disclose or otherwise disseminate such information to anyone other than Need to Know Employees, except as directed, in writing, by the General Manager of the Registry Business or his/her designee. This prohibition is specifically intended to prevent the disclosure of any such information to Network Solutions' Registrar-assigned personnel. I understand that disclosure of such information to anyone other than a Need to Know Employee or use of such information could result in personal liability for such unauthorized use or disclosure.

I agree to use such proprietary, confidential and/or business sensitive information only in the performance of requirements necessary to carry out my duties as a Need to Know Employee, and I agree to take suitable precautions to prevent the use or disclosure of such information to any party, other than Need to Know Employees. I will report to the General Manager of the Registry Business or his/her designee any potential violation of this agreement. I further agree to surrender any and all data and information, of any type whatsoever, to the General Manager of the Network Solutions Registry Business or his/her designee upon the termination of my employment as an employee of Network Solutions, or my assignment with the Network Solutions Registry Business.

I certify that I have read and fully understand this Non-Disclosure Agreement and agree to abide by all requirements contained herein. I understand that my strict compliance is essential to Network Solutions Registry Business, and any violation of these requirements may result in termination of my employment.

Agreed to:

Verified:

Employee

Date

General Manager, Registry

Date

EXHIBIT C

REGISTRY BUSINESS ORGANIZATIONAL
CONFLICT OF INTEREST AVOIDANCE CERTIFICATION

I hereby certify that I have received training in and understand the requirements of conflict of interest issues and the requirements of the Organizational Conflict of Interest Compliance Plan of the Registry Business of Network Solutions, Inc. I certify that I will strictly comply with the provisions of this Plan. I understand my obligation to (i) refrain from any activities which could pose a personal conflict of interest and (ii) report to the General Manager of the Registry Business, any conflict, whether personal or organizational, which is perceived or identified during the course of my employment with the Registry Business.

CERTIFIED

signature

date

name

REGISTRAR LICENSE AND AGREEMENT

This Registrar License and Agreement (the "Agreement") is dated as of _____, 1999 ("Effective Date") by and between Network Solutions, Inc., a Delaware corporation, with its principal place of business located at 505 Huntmar Park Drive, Herndon, Virginia 20170 ("NSI" or the "Registry"), and _____, a _____ corporation, with its principal place of business located at _____ ("Registrar"). NSI and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars will provide Internet domain name registration services within the .com, .org and .net top-level domains wherein NSI operates and maintains certain TLD servers and zone files ("Registry");

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .com, .org and .net TLDs.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, NSI and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

- 1.1. "DNS" refers to the Internet domain name system.
- 1.2. "IP" means Internet Protocol.
- 1.3. An "SLD" is a second-level domain of the DNS.
- 1.4. The "System" refers to the multiple registrar system developed by NSI for registration of second-level domain names in the .com, .org and .net TLDs.
- 1.5. A "TLD" is a top-level domain of the DNS.
- 1.6. The "Licensed Product" refers to the RRP, APIs, and software, collectively.

2. OBLIGATIONS OF THE PARTIES

2.1. **System Operation and Access.** Throughout the Term of this Agreement, NSI shall operate the System and provide Registrar with access to the System enabling Registrar to transmit domain name registration information for the .com, .org and .net

TLDs to the System according to a protocol developed by NSI and known as the Registry Registrar Protocol ("RRP").

2.2. Distribution of RRP, APIs and Software. No later than three business days after the Effective Date of this Agreement, NSI shall provide to Registrar (i) full documentation of the RRP, (ii) "C" and "Java" application program interfaces ("APIs") to the RRP with documentation, and (iii) reference client software ("Software") that will enable Registrar to develop its system to register second-level domain names through the System for the .com, .org and .net TLDs. If NSI elects to modify or upgrade the APIs and/or RRP, NSI shall provide updated APIs to the RRP with documentation and updated Software to Registrar promptly as such updates become available.

2.3. New Architectural Features. NSI will use its best commercial efforts to develop and implement two additional modifications to the Licensed Product by January 15, 2000 as follows:

2.3.1. NSI will issue an upgrade to the Licensed Product that will enable a Registrar to accept initial domain name registrations or renewals of a minimum of one year in length, or in multiples of one year increments.

2.3.2. NSI will issue an upgrade to the Licensed Product that will enable registrars to accept the addition of one additional year to a registrant's "current" registration period when a registrant changes from one registrar to another.

In no event shall the total unexpired term of a registration exceed ten (10) years.

Registrars will be able to offer these new features only for new registrations or renewals occurring after the Upgrade is deployed. Both Upgrades will be introduced into the Operational Test and Evaluation environment for testing prior to deployment.

2.4. Registrar Responsibility for Customer Support. Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "SLD holder") orders.

2.5. Data Submission Requirements. As part of its registration of all SLD registrations in the .com, .net, and .org TLDs during the Term of this Agreement, Registrar shall submit the following data elements using the RRP concerning SLD registrations it processes:

2.5.1. The name of the SLD being registered;

2.5.2. The IP addresses of the primary nameserver and secondary nameserver(s) for the SLD;

2.5.3. The corresponding host names of those nameservers;

2.5.4. Unless automatically generated by the registry system, the identity of the registrar;

2.5.5. Unless automatically generated by the registry system, the expiration date of the registration; and

2.5.6. Other data required as a result of further development of the registry system by the Registry.

2.6. **License.** Registrar grants NSI as Registry a non-exclusive non-transferable limited license to the data elements consisting of the SLD name registered, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files.

2.7. **Registrar's Registration Agreement and Domain Name Dispute Policy.** Registrar shall have developed and employ in its domain name registration business an electronic or paper registration agreement, including a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit A (which may be amended from time to time by Registrar, provided a copy is furnished to the Registry three (3) business days in advance of any such amendment), to be entered into by Registrar with each SLD holder as a condition of registration. Registrar shall include terms in its agreement with each SLD holder that are consistent with Registrar's duties to NSI hereunder.

2.8. **Secure Connection.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

2.9. **Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business NSI's Registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

2.10. **Transfer of Sponsorship of Registrations.** Registrar agrees to implement transfers of SLD registrations from another registrar to Registrar and vice

versa pursuant to the Policy on Transfer of Sponsorship of Registrations Between Registrars appended hereto as Exhibit B.

2.11. **Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the NSI Registry records shall control.

2.12. **Compliance with Terms and Conditions.** Registrar agrees to comply with all other reasonable terms or conditions established from time to time, to assure sound operation of the System, by NSI as Registry in a non-arbitrary manner and applicable to all registrars, including NSI, and consistent with NSI's Cooperative Agreement with the United States Government or NSI's Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN"), as applicable, upon NSI's notification to Registrar of the establishment of those terms and conditions.

2.13. **Resolution of Technical Problems.** Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the RRP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Network Solutions, as Registry, may, in its sole discretion, temporarily suspend access to the System. Such temporary suspensions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including NSI.

2.14. **Surety Instrument.** During the Initial Term and any Renewal Terms, Registrar shall have in place a performance bond, letter of credit or equivalent instrument (the "Surety Instrument") from a surety acceptable to NSI, in the amount of \$100,000 U.S. dollars. The terms of the Surety Instrument shall indemnify and hold harmless NSI and its employees, directors, officers, representatives, agents and affiliates from all costs and damages (including reasonable attorneys' fees) which it may suffer by reason of Registrar's failure to indemnify NSI as provided in Section 6.16 by making payment(s) up to the full amount of the bond within ten (10) days of NSI's having notified the surety of its claim(s) of damages, having identified the basis for any such claim. NSI shall not be entitled to payment under the Surety Instrument until such time as it has certified that it has incurred expenses for which it is entitled to reimbursement in accordance with the provisions of Section 6.16 of this Agreement.

2.15. **Prohibited Domain Name Registrations.** Registrar agrees to comply with the policies of NSI as Registry that will be applicable to all registrars and that will prohibit the registration of certain domain names in the .com, .org and .net TLDs which are not allowed to be registered by statute or regulation.

2.16. **Indemnification Required of SLD Holders.** Registrar shall require each SLD holder to indemnify, defend and hold harmless NSI, and its directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and

expenses, including reasonable legal fees and expenses arising out of or relating to the SLD holder's domain name registration.

3. LICENSE

3.1. **License Grant.** Subject to the terms and conditions of this Agreement, NSI hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement the RRP, APIs and Software, as well as updates and redesigns thereof, to provide domain name registration services in the .com, .org and .net TLDs only and for no other purpose. The RRP, APIs and Software, as well as updates and redesigns thereof, will enable Registrar to register domain names with the Registry on behalf of its SLD holders. Registrar, using the RRP, APIs and Software, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

3.2. **Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of NSI, Registrar shall not: (i) sublicense the RRP, APIs or Software or otherwise permit any use of the RRP, APIs or Software by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the RRP, APIs or Software other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the RRP, APIs or Software for any unauthorized purpose, or (iv) use or permit use of the RRP, APIs or Software in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose.

Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used for (i) the transmission of unsolicited, commercial e-mail (spam) to entities other than Registrar's customers; (ii) high volume, automated, electronic processes that apply to NSI for large numbers of domain names, except as reasonably necessary to register domain names or modify existing registrations; or (iii) high volume, automated, electronic, repetitive queries for the purpose of extracting data to be used for Registrar's purposes, except as reasonably necessary to register domain names or modify existing registrations.

3.3. **Changes to Licensed Materials.** NSI may from time to time make modifications to the RRP, APIs or Software licensed hereunder that will enhance functionality or otherwise improve the System. NSI will provide Registrar with at least sixty (60) days notice prior to the implementation of any material changes to the RRP, APIs or software licensed hereunder.

4. SUPPORT SERVICES

4.1. **Engineering Support.** NSI agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. local Herndon, Virginia time or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

4.2. **Customer Service Support.** During the Term of this Agreement, NSI will provide reasonable telephone and e-mail customer service support to Registrar, not SLD holders or prospective customers of Registrar, for non-technical issues solely relating to the System and its operation. NSI will provide Registrar with a telephone number and e-mail address for such support during implementation of the RRP, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. NSI will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

5. FEES

5.1. **License Fee.** As consideration for the license of the RRP, APIs and Software, Registrar agrees to pay NSI on the Effective Date a non-refundable one-time fee in the amount of \$ 10,000 payable in United States dollars (the "License Fee") and payable by check to Network Solutions, Inc., Attention: Registry Accounts Receivable, 505 Huntmar Park Drive, Herndon, Virginia 20170 or by wire transfer to Bank of America, for the credit of Network Solutions, Inc., Account #004112889843, ABA # 051000017, Swift, NABKUS3ARIC. No later than three (3) business days after either the receipt (and final settlement if payment by check) of such License Fee, or the Effective Date of this Agreement, whichever is later, NSI will provide the RRP, APIs and Software to Registrar.

5.2. Registration Fees.

(a) From the Effective Date of this Agreement through January 15, 2000, Registrar agrees to pay NSI the non-refundable amounts of \$18 United States dollars for each initial two-year domain name registration and \$9 United States dollars for each one-year domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

(b) Thereafter, and for the balance of the term of this Agreement, Registrar agrees to pay NSI the non-refundable amounts of \$6 United States dollars for each annual increment of an initial domain name registration and \$6 United States dollars for each annual increment of a domain name re-registration (collectively, the "Registration Fees") registered by Registrar through the System.

(c) NSI reserves the right to adjust the Registration Fees prospectively upon thirty (30) days prior notice to Registrar, provided that such adjustments are consistent with NSI's Cooperative Agreement with the United States Government or its Registry Agreement with ICANN, as applicable, and are applicable to all registrars in the .com, .org and .net TLDs. NSI will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of NSI's invoice pursuant to a letter of credit, deposit account, or other acceptable credit terms agreed by the Parties.

5.3. **Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of an SLD holder's existing domain name registration from another registrar by following the policy set forth in Exhibit B to this Agreement. Registrar agrees to pay NSI the applicable Registration Fee as set forth above. For transfers taking place after January 15, 2000, this shall result in a corresponding extension of the existing registration, provided that in no event shall the total unexpired term of a registration exceed ten (10) years. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

5.4. **Non-Payment of Registration Fees.** Timely payment of Registration Fees is a material condition of performance under this Agreement. In the event that Registrar fails to pay its Registration Fees, either initial or re-registration fees, within five (5) days of the date when due, NSI may stop accepting new registrations and/or delete the domain names associated with invoices not paid in full from the Registry database and give written notice of termination of this Agreement pursuant to Section 6.1(b) below.

6. MISCELLANEOUS

6.1. Term of Agreement and Termination.

(a) **Term of the Agreement.** The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or NSI ceases to operate as the registry for the .com, .org and .net TLDs. In the event that revisions to NSI's Registrar License and Agreement are approved or adopted by the U.S. Department of Commerce, or ICANN, as appropriate, Registrar will execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within fifteen (15) days, terminate this Agreement immediately by giving written notice to NSI.

(b) **Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after

written notice thereof is given by the other Party, then the non-breaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

(c) **Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving NSI thirty (30) days notice of termination.

(d) **Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN, or its successor, is terminated or expires without renewal.

(e) **Termination in the Event that Successor Registry is Named.** This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to serve as the registry for the .com, .net, and .org TLDs (the "Successor Registry").

(f) **Termination in the Event of Bankruptcy.** Either Party may terminate this Agreement if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's business.

(g) **Effect of Termination.** Upon expiration or termination of this Agreement, NSI will complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to NSI for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of SLD name registrations to another licensed registrar(s) of the Registry, in compliance with any procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to NSI or certify to NSI the destruction of all data, software and documentation it has received under this Agreement.

(h) **Survival.** In the event of termination of this Agreement, the following shall survive: (i) Sections 2.6, 2.7, 6.1(g), 6.6, 6.7, 6.10, 6.12, 6.13, 6.14 and 6.16; (ii) the SLD holder's obligations to indemnify, defend, and hold harmless NSI, as stated in Section 2.16; (iii) the surety's obligations under the Surety Instrument described in Section 2.14 with respect to matters arising during the term of this Agreement; and (iv) Registrar's payment obligations as set forth in Section 5.2 with respect to initial registrations or re-registrations during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

6.2. **No Third Party Beneficiaries; Relationship of The Parties.** This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any SLD holder, with any remedy claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

6.3. **Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

6.4. **Further Assurances.** Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

6.5. **Amendment in Writing.** Any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties.

6.6. **Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

6.7. **Dispute Resolution; Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. Any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

6.8. **Notices.** Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to

the address or telecopier number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing:

if to Registrar:

with a copy to:

if to NSI:

Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, Virginia 20170
Attention: Director, Customer Affairs
Telecopier: + 1 (703) 742-8706
E-mail: julien@netsol.com

with a copy to:

General Counsel
505 Huntmar Park Drive
Herndon, Virginia 20170
Telecopier: + 1 (703) 742-0065

6.9. Assignment/Sublicense. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the

successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of NSI.

6.10. **Use of Confidential Information.** The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of NSI.

6.11. **Delays or Omissions; Waivers.** No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.12. **Limitation of Liability.** IN NO EVENT WILL NSI BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF NSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.13. **Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

6.14. **Intellectual Property.** Subject to Section 2.6 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

6.15. Representations and Warranties

(a) **Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the _____, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this

Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after November 4, 1999, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement, and (6) Registrar's Surety Instrument provided hereunder is a valid and enforceable obligation of the surety named on such Surety Instrument.

(b) NSI. NSI represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by NSI, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by NSI in order for it to enter into and perform its obligations under this Agreement.

(c) **Disclaimer of Warranties.** The RRP, APIs and Software are provided "as-is" and without any warranty of any kind. NSI EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, NSI DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.16. **Indemnification.** Registrar, at its own expense and within thirty (30) days of presentation of a demand by NSI under this paragraph, will indemnify, defend and hold harmless NSI and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against NSI or any affiliate of NSI based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any SLD holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain

name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) NSI provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, NSI will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses NSI for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without NSI's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by NSI in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.17. **Entire Agreement; Severability.** This Agreement, which includes Exhibits A, B and C, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

Network Solutions, Inc.

{Registrar}

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Registrar's Dispute Policy

[To be supplied from time to time by Registrar]

Exhibit B

Policy on Transfer of Sponsorship of Registrations Between Registrars

Registrar Requirements

The registration agreement between each Registrar and its SLD holder shall include a provision explaining that an SLD holder will be prohibited from changing its Registrar during the first 60 days after initial registration of the domain name with the Registrar. Beginning on the 61st day after the initial registration with the Registrar, the procedures for change in sponsoring registrar set forth in this policy shall apply. Enforcement shall be the responsibility of the Registrar sponsoring the domain name registration.

For each instance where an SLD holder wants to change its Registrar for an existing domain name (i.e., a domain name that appears in a particular top-level domain zone file), the gaining Registrar shall:

- 1) Obtain express authorization from an individual who has the apparent authority to legally bind the SLD holder (as reflected in the database of the losing Registrar).
 - a) The form of the authorization is at the discretion of each gaining Registrar.
 - b) The gaining Registrar shall retain a record of reliable evidence of the authorization.
- 2) In those instances when the Registrar of record is being changed simultaneously with a transfer of a domain name from one party to another, the gaining Registrar shall also obtain appropriate authorization for the transfer. Such authorization shall include, but not be limited to, one of the following:
 - a) A bilateral agreement between the parties.
 - b) The final determination of a binding dispute resolution body.
 - c) A court order.
- 3) Request, by the transmission of a "transfer" command as specified in the Registry Registrar Protocol, that the Registry database be changed to reflect the new Registrar.
 - a) Transmission of a "transfer" command constitutes a representation on the part of the gaining Registrar that:

- (1) the requisite authorization has been obtained from the SLD holder listed in the database of the losing Registrar, and
- (2) the losing Registrar will be provided with a copy of the authorization if and when requested.

In those instances when the Registrar of record denies the requested change of Registrar, the Registrar of record shall notify the prospective gaining Registrar that the request was denied and the reason for the denial.

Instances when the requested change of sponsoring Registrar may be denied include, but are not limited to:

- 1) Situations described in the Domain Name Dispute Resolution Policy
- 2) A pending bankruptcy of the SLD Holder
- 3) Dispute over the identity of the SLD Holder
- 4) Request to transfer sponsorship occurs within the first 60 days after the initial registration with the Registrar

In all cases, the losing Registrar shall respond to the e-mail notice regarding the "transfer" request within five (5) days. Failure to respond will result in a default "approval" of the "transfer."

Registry Requirements.

Upon receipt of the "transfer" command from the gaining Registrar, the Registry will transmit an e-mail notification to both Registrars.

The Registry shall complete the "transfer" if either:

- 1) the losing Registrar expressly "approves" the request, or
- 2) the Registry does not receive a response from the losing Registrar within five (5) days.

When the Registry's database has been updated to reflect the change to the gaining Registrar, the Registry will transmit an email notification to both Registrars.

Records of Registration.

Each SLD holder shall maintain its own records appropriate to document and prove the initial domain name registration date, regardless of the number of Registrars with which the SLD holder enters into a contract for registration services.

Exhibit C

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into by and between Network Solutions, Inc. ("NSI"), a Delaware corporation having its principal place of business in Herndon, VA, and _____, a _____ corporation having its principal place of business in _____ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

1. Confidential Information

1.1. "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party under this Confidentiality Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the disclosing party will notify the receiving party in writing within 15 days of the disclosure.

2. Confidentiality Obligations

2.1. In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

(b) The receiving party shall make no disclosures whatsoever of any Confidential Information to others, provided however, that if the receiving party is a corporation, partnership, or similar entity, disclosure is permitted to the receiving party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the receiving party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof.

and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the terms of this Confidentiality Agreement.

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

3. Restrictions On Use

3.1. The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.

3.2. No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other NSI proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

3.3. The receiving party agrees not to prepare any derivative works based on the Confidential Information.

3.4. The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

4. Miscellaneous

4.1. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

4.2. The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon the Parties with respect to information that (a) is disclosed with the disclosing party's prior written approval; or (b) is or has entered the public domain through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by the disclosing party without restriction on disclosure.

4.3. This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full voluntary disclosure to the disclosing party of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

4.4. The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

4.5. The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

4.6. The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by NSI and Registrar.

4.7. EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

4.8. If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

4.9. This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

4.10. Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

4.11. Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

4.12. The Parties do not intend that any agency or partnership relationship be created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of NSI and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

_____(“Registrar”)

Network Solutions, Inc. (“NSI”)

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

EXHIBIT W

Advisory Concerning .org Transition



On 1 January 2003, Public Interest Registry (<http://www.pir.org>) (PIR) officially assumed responsibility as the registry operator for the .org top level domain.

PIR is a not for profit corporation created by the Internet Society (<http://www.isoc.org>) (ISOC (Internet Society)) to manage the .org registry. PIR was selected by ICANN (Internet Corporation for Assigned Names and Numbers) from among eleven competing proposals through an open request for proposals process (</tlds/org/>). Proposals were judged on criteria including the need to preserve a stable, well-functioning .org registry, enhancement of competition for registration services; responsiveness to the noncommercial Internet user community; and the type, quality, and cost of the registry services proposed.

The overall purpose of changing operators of the .org registry is to enhance the diversity of providers in the provision of registry services (<http://www.iana.org/reports/org-report-09dec02.htm#Evaluation>). This purpose is being accomplished in a way that preserves the security and stability of the domain-name system.

Operationally, 1 January was only one of several milestones that must be passed to complete the transition of the .org registry. As of 1 January, all registrars (/registrars/accredited_list.html) wishing to continue to sponsor their customers' registrations in .org were required to enter into Registry-Registrar Agreements (/tlds/agreements/org/registry_agmt_appf_24oct02.htm) (RRAs) with PIR. (The .org RRAs with VeriSign expired on 31 December 2002) All but a few very small registrars have completed this step; we expect the remaining RRAs to be completed quickly.

During the first 25 days of January, VeriSign Global Registry Services (<http://www.verisign-grs.com>) (VeriSign) will continue to operate the registry system, as a subcontractor to PIR. On Saturday, 25 January, the operation of the .org registry will be shifted to Afilias (<http://www.afilias.info/>), the subcontractor selected by PIR. To allow time

for the processes required to separate the .org registry from the .com and .net registries, there will be a period of approximately seven hours on that day when changes cannot be made in any of the three registries. (This outage coincides with a software upgrade at VeriSign registry, which among other things will introduce support for the Redemption Grace Period (</bucharest/redemption-topic.htm>) feature.)

After the registries come back up after this outage, registrars must send requests for changes to .org names to Afilias, while still sending changes for .com and .net registrations to VeriSign. The protocol (<ftp://ftp.isi.edu/in-notes/rfc2832.txt>) (other than the registry IP (Internet Protocol or Intellectual Property) address) will remain unchanged. Although many registrar systems will need to be revised to properly handle the split, significant problems are not expected. (All registrars' systems will be required to complete testing and qualification beforehand.)

As described in the PIR (ISOC (Internet Society)) proposal (</tlds/org/applications/isoc/>), once the split of registries is completed PIR/Afilias will begin a migration from the current "thin" registry to a "thick" registry (</tlds/org/applications/isoc/section3.html#c17.2>). (This is very similar to the registry system Afilias currently operates for .info.) This migration will be done on a registrar-by-registrar basis.

VeriSign will continue providing nameservice for the .org top-level domain (using zone files prepared by Afilias) for approximately six months. Nameservice for the .org domain will then be transitioned to UltraDNS (<http://www.ultradns.com>), which provides nameservice under contract with Afilias.

For additional information concerning the .org transition, please refer to the following sources:

- InterNIC.net FAQs (<http://www.internic.net/faqs/org-transition.html>)
- Public Interest Registry FAQs (<http://www.pir.org/faqs.html>)
(<http://www.iana.org/reports/org-report-09dec02.htm>)
- IANA (Internet Assigned Numbers Authority) Report on Redefinition of the .org Top-Level Domain
(<http://www.iana.org/reports/org-report-09dec02.htm>)

More Announcements

[ICANN \(Internet Corporation for Assigned Names and Numbers\) and FIRST Sign Memorandum of Understanding on DNS \(Domain Name System\) Threats Mitigation \(/news/announcement-2020-05-22-en\)](#)

[Save The Date for ICANN68 Prep Sessions \(/news/announcement-2020-05-18-en\)](#)

[CANN \(Internet Corporation for Assigned Names and Numbers\) Announces Successful String Evaluation for Israel IDN ccTLD \(Country Code Top Level Domain\) \(/news/announcement-2020-05-19-en\)](#)

[ICANN \(Internet Corporation for Assigned Names and Numbers\) and PTI Publish U.S. Tax Returns for Fiscal Year Ending 30 June 2019 \(/news/announcement-2020-05-13-en\)](#)

EXHIBIT X

InterNIC FAQs on the .org Transition

Please note: You are viewing archival ICANN material. Links and information may be outdated or incorrect. Visit [ICANN's main website](#) for current information.

The following is a list of frequently asked questions (FAQs) about the transition of the operation of the .org registry to [Public Interest Registry](#):

What is ".org"?

.org is one of the seven original "generic" Top Level Domains. It is currently the Internet's fifth-largest TLD, with over two million registrations worldwide. .org was originally intended as a "miscellaneous" TLD for organizations that weren't commercial entities, educational institutions, network providers, or governmental agencies. In recent years registration in .org has become open and unrestricted (it will stay that way under its new operator.)

What is the .org "registry"?

The .org "registry" is the authoritative, master database of all domain names registered in .org. The registry operator keeps the master database and also generates the "zone file" which allows computers to route Internet traffic to and from .org domains anywhere in the world. Internet users don't interact directly with the registry operator; users can register names in .org (and other TLDs) by using [an ICANN-Accredited Registrar](#). For additional general information about domain names, registrars, and registration, please [click here](#).

What is "the .org transition"?

On 1 January 2003, responsibility for operation of the .org top-level domain registry shifted from [VeriSign Global Registry Services](#) to [Public Interest Registry](#). In order to make the transition as smooth as possible, all parties have agreed to a 25-day phase-in period during which back-end services will continue to be provided by VeriSign. On 25 January 2003, back-end technical services for the .org registry were cutover from VeriSign to [Afilias](#).

How will the .org transition affect Internet users?

The transition should be almost entirely transparent to Internet users. Web and e-mail addresses ending in .org will continue to resolve normally.

What do registrants of .org domain names have to do to prepare for the .org transition?

Nothing. All .org domain name registrations will remain active during and after the transition to PIR. Registrants will continue to have the same relationship with their current registrar. PIR will not assess any fees on registrants or registrars in relation to the transition.

What is "Public Interest Registry"?

Public Interest Registry (PIR) is a not-for-profit corporation created by the [Internet Society \(ISOC\)](#) to manage the .org registry. ISOC is a professional membership society with more than 150 organizations and 1,000 individual members in over 182 countries. It provides leadership in addressing issues that confront the future of the Internet, and is the organization home for the groups responsible for Internet infrastructure standards, including the [Internet Engineering Task Force \(IETF\)](#) and the [Internet Architecture Board \(IAB\)](#). Although ISOC appoints PIR's board of directors, PIR and ISOC are fully separate entities.

Why is PIR taking over .org?

VeriSign's contract to operate the .org registry expired on 31 December 2002. The overall purpose of changing operators of the .org registry is to enhance the diversity of providers in the provision of registry services. This purpose is being accomplished in a way that preserves the security and stability of the domain name system. [ICANN](#) (the global non-profit private corporation responsible for coordinating the Internet's domain name system) selected the successor operator through an open request for proposals process. PIR was selected from among eleven competing proposals judged on criteria including the need to preserve a stable, well-functioning .org registry, enhancement of competition for registration services; responsiveness to the noncommercial Internet user community; and the type, quality, and cost of the registry services proposed. For more details on the selection process, please visit the [.org Reassignment section of ICANN's website](#).

Where can I find more information about the .org transition?

PIR's website can be found at www.publicinterestregistry.org. PIR maintains a detailed set of FAQs about .org and the .org transition at <http://www.publicinterestregistry.org/faqs.html>.

This page last updated 02-Sep-2016

EXHIBIT Y

Redacted – Confidential Information

EXHIBIT Z

Redacted – Confidential Information

EXHIBIT AA

Registry Services Evaluation Policy

This page is available in:

English | العربية (<http://www.icann.org/resources/pages/policy-2015-06-12-ar>) |
Español (<http://www.icann.org/resources/pages/policy-2015-06-12-es>) |
Français (<http://www.icann.org/resources/pages/policy-2015-06-12-fr>) |
日本語 (<http://www.icann.org/resources/pages/policy-2017-01-24-ja>) |
한국어 (<http://www.icann.org/resources/pages/policy-2017-01-24-ko>) |
Português (<http://www.icann.org/resources/pages/policy-2015-06-12-pt>) |
Русский (<http://www.icann.org/resources/pages/policy-2015-06-12-ru>) |
中文 (<http://www.icann.org/resources/pages/policy-2015-06-12-zh>).

Please note that the English language version of all translated content and documents are the official versions and that translations in other languages are for informational purposes only.

RSEP (Registry Services Evaluation Policy) Process webpage (/resources/pages/rsep-2014-02-19-en)

(Posted 25 July 2006, Effective Date 15 August 2006)

1. Definitions

1.1 Registry Services are defined as the following:

- A. those services that are both: (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD (Top Level Domain); dissemination of TLD (Top Level Domain) zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD (Top Level Domain) as required by the Registry Agreement; and (ii) provided by the Registry Operator as of the Effective Date of the Registry Agreement, as the case may be;
- B. other products or services that the Registry Operator is required to provide because of the establishment of a Consensus (Consensus)

Policy (as defined above);

C any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and

D material changes to any Registry Service within the scope of (A), (B) or (C) above. (Definition comes from .NET Agreement, as specified by the ICANN (Internet Corporation for Assigned Names and Numbers) Board on 8 November 2005, <http://www.icann.org/minutes/resolutions-8nov05.htm> (/minutes/resolutions_08nov05.htm))

1.2 Security (Security – Security, Stability and Resiliency (SSR)) - An effect on security by the proposed Registry Service shall mean (A) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (B) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards. (Definition comes from GNSO (Generic Names Supporting Organization) Recommendation, located at http://gns0.icann.org/issues/registry-services/final_rpt_registry_approval_10july05.htm#5 (<http://gns0.icann.org/issues/registry-services/final-rpt-registry-approval-10july05.htm#5>))

1.3 Stability (Security, Stability and Resiliency) - An effect on stability shall mean that the proposed Registry Service (A) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards Track or Best Current Practice RFCs sponsored by the IETF (Internet Engineering Task Force) or (B) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning services (Definition comes from GNSO (Generic Names Supporting Organization) Recommendation, located at http://gns0.icann.org/issues/registry-services/final_rpt_registry_approval_10july05.htm#5 (http://gns0.icann.org/issues/registry-services/final-rpt-registry-approval_10july05.htm#5))

1.4 Registry Service Technical Evaluation Panel - The Registry Service Technical Evaluation Panel shall consist of a total of 20 persons expert in the

design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (Domain Name System) (the "Registry Service Technical Evaluation Panel"). The members of the Registry Service Technical Evaluation Panel will be selected by its Chair. The Chair of the Registry Service Technical Evaluation Panel will be a person who is agreeable to both ICANN (Internet Corporation for Assigned Names and Numbers) and the registry constituency of the supporting organizations then responsible for generic top level domain registry policies. All members of the Registry Service Technical Evaluation Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security (Security – Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resilency). For each matter referred to the Registry Services Technical Evaluation Panel, the Chair shall select no more than five members from the Registry Services Technical Evaluation Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral. (Definition comes from GNSO (Generic Names Supporting Organization) Recommendation, located at <http://gns0.icann.org/issues/registry-services/final-rpt-registry-approval-10july05.htm#5> (<http://gns0.icann.org/issues/registry-services/final-rpt-registry-approval-10july05.htm#5>)).

2. Process for Consideration of Proposed Registry Services

2.1 Registry Operator or Sponsoring Organisation considers new registry service

A Registry operator or sponsoring organisation at any time may decide to change the architecture or operation of an existing TLD (Top Level Domain) registry service or introduce a new TLD (Top Level Domain) registry service (See RSEP (Registry Services Evaluation Policy) Implementation Notes Introduction).

2.2 Determine whether the change requires ICANN (Internet Corporation for Assigned Names and Numbers) review

A gTLD (generic Top Level Domain) registry operator or sponsoring organisation in consultation with ICANN (Internet Corporation for Assigned Names and Numbers) as described in Section 2.4 will determine whether a change to a service would require approval based on the contract between

ICANN (Internet Corporation for Assigned Names and Numbers) and the registry operator (See RSEP (Registry Services Evaluation Policy) Implementation Notes Introduction).

2.3 Deliver to ICANN (Internet Corporation for Assigned Names and Numbers) information on the proposed change

The Policy encourages proponents of a new registry service to collaborate with ICANN (Internet Corporation for Assigned Names and Numbers) prior to submission of a request for new registry services. The aim of the Registry Services Evaluation Policy and approval process is to create an environment that encourages gTLD (generic Top Level Domain) registry operators to discuss any changes that may impact third parties with ICANN (Internet Corporation for Assigned Names and Numbers) before they are made.

The gTLD (generic Top Level Domain) registry operator or sponsoring organisation should provide ICANN (Internet Corporation for Assigned Names and Numbers) with sufficient information on a change to allow ICANN (Internet Corporation for Assigned Names and Numbers) to assess whether the change should be subject to the approval process. The information should include a technical description of the change as would be seen by external users, and an assessment of the impact on external users. If the registry operator or sponsoring organisation has sought feedback from external parties and the community, details of the process and the results of that feedback should be included. At this stage in the process the information should be regarded by ICANN (Internet Corporation for Assigned Names and Numbers) staff as confidential (See RSEP (Registry Services Evaluation Policy) Implementation Notes Steps 1 and 2).

2.4 Preliminary Determination Period

Following written notification by Registry Operator to ICANN (Internet Corporation for Assigned Names and Numbers) that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

- A. ICANN (Internet Corporation for Assigned Names and Numbers) shall have 15 calendar days to make a "preliminary determination" whether a Registry Service requires further consideration by ICANN (Internet Corporation for Assigned Names and Numbers) because it reasonably determines such Registry Service: (i) could raise significant Security

Security – Security, Stability and Resiliency (SSR)) or Stability Security, Stability and Resiliency) issues or (ii) could raise significant competition issues.

- B. Registry Operator must provide sufficient information at the time of notification to ICANN (Internet Corporation for Assigned Names and umbers) that it may implement such a proposed Registry Service to enable ICANN (Internet Corporation for Assigned Names and umbers) to make an informed "preliminary determination." Information provided by Registry Operator and marked "CONFIDENTIAL" shall be treated as confidential by ICANN (Internet Corporation for Assigned Names and Numbers). Registry Operator will not designate "CONFIDENTIAL" information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS (Domain Name System).
- C. CANN (Internet Corporation for Assigned Names and Numbers) may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security (Security – Security, Stability and Resiliency SSR)) or Stability (Security, Stability and Resiliency) implications of the Registry Service in order to make its "preliminary determination." To the extent ICANN (Internet Corporation for Assigned Names and umbers) determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey. For Security Security – Security, Stability and Resiliency (SSR)) or Stability Security, Stability and Resiliency) implications, ICANN (Internet Corporation for Assigned Names and Numbers) may draw an expert from the Registry Services Technical Evaluation Panel described in 2.4(F) below.
- D. If ICANN (Internet Corporation for Assigned Names and Numbers) determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service, does not raise significant Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) (as defined in Sections 1.3 and 1.4), or competition issues, Registry Operator shall be free to deploy it upon such a determination.

If the implementation of a proposed service requires a material change to a Registry Agreement, the preliminary determination will be referred to the ICANN (Internet Corporation for Assigned Names and Numbers) Board (See RSEP (Registry Services Evaluation Policy) Implementation Notes Step 5).

2.5 Competition issues

In the event ICANN (Internet Corporation for Assigned Names and Numbers) reasonably determines during the 15 calendar day "preliminary determination" period that the Registry Service might raise significant competition issues, ICANN (Internet Corporation for Assigned Names and Numbers) shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator.

Any such referral communication shall be posted on ICANN (Internet Corporation for Assigned Names and Numbers)'s website on the date of transmittal

Following such referral, ICANN (Internet Corporation for Assigned Names and Numbers) shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN (Internet Corporation for Assigned Names and Numbers), with respect to any competition issues relating to the Registry Service. If such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority (See RSEP (Registry Services Evaluation Policy) Implementation Notes Steps 4-6).

2.6 Security (Security, Stability and Resiliency (SSR)) and Stability (Security, Stability and Resiliency) Issues

In the event that ICANN (Internet Corporation for Assigned Names and Numbers) reasonably determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service might raise significant Stability (Security, Stability and Resiliency) or Security (Security – Security, Stability and Resiliency (SSR)) issues (as defined in Sections 1.3 and 1.4), ICANN (Internet Corporation for Assigned Names and Numbers) will

refer the proposal to the Registry Services Technical Evaluation Panel (as defined in Section 1.5) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal.

The Registry Services Technical Evaluation Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service's effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) (as defined in Sections 1.2 and 1.3), which report (along with a summary of any public comments) shall be forwarded to the ICANN (Internet Corporation for Assigned Names and Numbers) Board. The report shall set forward the opinions of the Registry Services Technical Evaluation Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN (Internet Corporation for Assigned Names and Numbers) staff. Upon ICANN (Internet Corporation for Assigned Names and Numbers)'s referral to the Registry Services Technical Evaluation Panel, Registry Operator may submit additional information or analyses regarding the likely effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) of the Registry Service.

Upon its evaluation of the proposed Registry Service, the Registry Services Technical Evaluation Panel will report on the likelihood and materiality of the proposed Registry Service's effects on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency), including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) (See RSEP (Registry Services Evaluation Policy) Implementation Notes Steps 4-6).

2.7 ICANN (Internet Corporation for Assigned Names and Numbers) Board decision

Following receipt of the Registry Service Technical Evaluation Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN (Internet Corporation for Assigned Names and Numbers) Board will have 30 calendar days to reach a decision. In the event the ICANN (Internet

Corporation for Assigned Names and Numbers) Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability (Security, Stability and Resiliency) or Security (Security – Security, Stability and Resiliency (SSR)), Registry Operator will not offer the proposed Registry Service.

An unredacted version of the Registry Service Technical Evaluation Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Registry Service Technical Evaluation Panel or otherwise submit to the ICANN (Internet Corporation for Assigned Names and Numbers) Board additional information or analyses regarding the likely effect on Security (Security – Security, Stability and Resiliency (SSR)) or Stability (Security, Stability and Resiliency) of the Registry Service (See RSEP (Registry Services Evaluation Policy) Implementation Note Step 5).

3. Reconsideration

gTLD (generic Top Level Domain) registry operators or registry sponsoring organizations affected by an ICANN (Internet Corporation for Assigned Names and Numbers) decision on a proposed new registry service may use the existing reconsideration processes in the ICANN (Internet Corporation for Assigned Names and Numbers) bylaws.

The authoritative source for information on the Reconsideration process is the ICANN (Internet Corporation for Assigned Names and Numbers) bylaws (see Article IV: Section 2 <http://www.icann.org/general/bylaws.htm#IV> ([/general/bylaws.htm#IV](http://www.icann.org/general/bylaws.htm#IV))). The reconsideration applies to staff actions that contradict an ICANN (Internet Corporation for Assigned Names and Numbers) policy, or to an ICANN (Internet Corporation for Assigned Names and Numbers) Board action taken without consideration of material information. Information on past reconsideration processes is available at <http://www.icann.org/committees/reconsideration> ([/committees/reconsideration](http://www.icann.org/committees/reconsideration)).

EXHIBIT AB

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

AWARD NUMBER
NCR-92-18742

CFDA NO. AND NAME

11.- National Telecommunications and Information Administration

PROJECT TITLE

RECIPIENT NAME

VeriSign, Inc.

AMENDMENT NUMBER

34

STREET ADDRESS

12061 Bluemont Way

EFFECTIVE DATE

October 19, 2016

CITY, STATE ZIP

Reston, Virginia 20190-5684

**EXTEND PERIOD OF PERFORMANCE TO
(IF APPLICABLE)**

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$0.00	\$0.00	\$0.00	\$0.00

REASON(S) FOR AMENDMENT

Pursuant to Section I.B.2.A of Amendment 19, as amended by Section 2 of Amendment 30, the Department approves the amendment to the .com Registry Agreement attached hereto as Exhibit A. Consistent with the Special Award Condition, the Department reserves the right to conduct a public interest review prior to November 30, 2018. The Department's approval of the amendment is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

SPECIAL AWARD CONDITIONS

LINE ITEM BUDGET

OTHER(S)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER



DATE

10/19/2016

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL



D. James Bidzos, Chief Executive Officer, VeriSign Inc.

DATE

10/20/16

Award ACCS Information

Award Contact Information

Contact Name	Contact Type	Email	Phone
Thomas C. Idelicarto		tindelicarto@verisign.com	

NIST Grants Officer:

Dean Iwasaki
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-8449

NIST Grants Specialist:

Nuria Martinez
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-6215

**SPECIAL AWARD CONDITIONS NCR-92-18742
Amendment Thirty-Four (34)**

Whereas, VeriSign, Inc. (“Verisign”) and the Internet Corporation for Assigned Names and Numbers (“ICANN”) have executed a Root Zone Maintainer Service Agreement (“RZMA”), which is a necessary step in the IANA Stewardship Transition, that shall become effective upon the Department’s discharge under the Cooperative Agreement of Verisign’s obligations pertaining to the root zone maintainer functions;

Whereas, Verisign and ICANN have also agreed to an amendment of the .com Registry Agreement to extend its term to coincide with the term of the RZMA in order to promote the security, stability and resiliency of the root zone maintainer functions given the common infrastructure and services shared by the .com registry and the root zone maintainer functions;

Whereas, the Department and Verisign acknowledge that the amendment to extend the term of the .com Registry Agreement will facilitate the timely, secure and stable completion of the IANA Stewardship Transition;

Whereas, the Department concluded in connection with the renewal of the .com Registry Agreement in 2012 for a six year term, the Maximum Price of \$7.85 for Registry Services was in the public interest;

Whereas, the amendment to the .com Registry Agreement, requires that the Maximum Price for Registry Services shall remain at \$7.85 through November 30, 2024, subject to Section 7.3(d)(ii) of the .com Registry Agreement;

Whereas, the Cooperative Agreement will expire on November 30, 2018, unless the Department exercises, in its sole discretion, its right to extend the term of the Cooperative Agreement under Section I.B.10 of Amendment 19, as amended by Section 4 of Amendment 32.

Whereas, the Department is not at this time exercising its right to extend the term of the Cooperative Agreement;

Therefore, Verisign and the Department agree as follows:

1. The Department, in view of the circumstances set forth above, hereby approves the amendment to the .com Registry Agreement attached hereto as Exhibit A as in the public interest. This approval is not intended to confer federal antitrust immunity on Verisign with respect to the .com Registry Agreement, as amended.
2. The Department retains the right to conduct a public interest review for the sole purpose of determining whether the Department will exercise its right under Section I.B.10 of Amendment 19, as amended by Section 4 of Amendment 32, to extend the term of Cooperative Agreement. Verisign agrees to cooperate fully in any such review; and to work in good faith to reach mutual agreement with the Department to resolve issues

identified in such review; and to work in good faith to implement any agreed upon changes as of the expiration of the current term of the Cooperative Agreement.

3. Upon signature by both parties, Verisign shall provide a copy of the amendment to the .com Registry Agreement to the Grants Officer and to the Federal Program Officer.
4. Except as modified by this Amendment, the terms and conditions of the Cooperative Agreement, as previously amended, remain unchanged.

EXHIBIT A

FIRST AMENDMENT TO .COM REGISTRY AGREEMENT

This **FIRST AMENDMENT TO .COM REGISTRY AGREEMENT** (this "Amendment") is dated as of [], 2016 (the "Amendment Effective Date") and is entered into by and between **INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**, a California nonprofit public benefit corporation ("ICANN"), and **VERISIGN, INC.**, a Delaware corporation ("Verisign"), and amends the parties' executed .com Registry Agreement effective as of December 1, 2012 (the "Agreement"). Capitalized terms used herein shall have the meanings assigned to them in the Agreement.

WHEREAS, the parties believe that extending the Agreement will enhance the security and stability of the Internet and the TLD;

WHEREAS, the parties entered into the Agreement in order to set forth their understandings and agreements with respect to the .com TLD; and

WHEREAS, the parties are entering into this Amendment in order to effect certain modifications to the Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree, as follows:

1. **Amendments to Agreement.** Effective as of the Amendment Effective Date.

(a) Section 4.1 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 4.1:

"Section 4.1 Term. The term of this Agreement shall expire on November 30, 2024, as extended by any renewal terms (the "Expiration Date")."

(b) Section 7.3(d)(i) of the Agreement is hereby deleted and replaced in its entirety by the following new Section 7.3(d)(i):

"(i) from the Effective Date through November 30, 2024, US \$7.85;"

2. **Future Amendments.** The parties shall cooperate and negotiate in good faith to amend the terms of the Agreement (a) by the second anniversary of the Amendment Effective Date, to preserve and enhance the security and stability of the Internet or the TLD, and (b) as may be necessary for consistency with changes to, or the termination or expiration of, the Cooperative Agreement between Registry Operator and the Department of Commerce.

3. **Agreement; No Other Amendment; Reaffirmation.** Except as amended by this Amendment, the Agreement shall remain in full force and effect according to its terms and shall

be read and construed as if the terms of this Amendment were included therein. The parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby.

4. **Incorporation By Reference.** This Amendment incorporates by reference the provisions set forth in Section 8.6 (Amendments and Waivers), Section 8.7 (No Third Party Beneficiaries), Section 8.8 (Notices, Designations and Specifications), Section 8.9 (Language), Section 8.10 (Counterparts) and Section 8.11 (Entire Agreement) as if fully set forth herein.

IN WITNESS WHEREOF, ICANN and Verisign have caused this Amendment to be executed and delivered by their duly authorized officers as of the Amendment Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name: _____

Title: _____

VERISIGN, INC.

By: _____

Name: _____

Title: _____