Summary of Changes

.NET REGISTRY AGREEMENT

Section	Revised Language	Explanation
Title	.NET Registry Agreement (1 July 2011 2017)	Updated date.
Section 1.1	Effective Date. The Effective Date for purposes of this Agreement shall be July 1, 20112017.	Updated date.
Section 1.3	Designation as Registry Operator. Upon the Effective Date, until and throughout the Expiration Date Term (as defined in Section 4.1 hereof) of this Agreement, unless earlier terminated pursuant to Article 6 hereof, ICANN shall continue to designate VeriSign, Inc. as the sole registry operator for the TLD ("Registry Operator").	Clarification update consistent with registry agreements for other gTLDs.
Section 3.1(c)(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	Edits to incorporate new data escrow specification (Appendix 1A), updated escrow agreement (Appendix 2A), and updated Whois specification (Appendix 5A).

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	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. Notwithstanding the foregoing, the above language in this Section 3.1(c)(i) shall expire and be of no further force and effect upon the later of August 1, 2017 or fifteen (15) days following the execution by all parties of an Escrow Agreement substantially in the form of Appendix 2A (Escrow Agreement) (herein referred to as	
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Section 3.1(c)(iii)	"Appendix 1A, 2A and 5A Effective Date"). Upon the Appendix 1A, 2A and 5A Effective Date: (1) Appendix 1, Appendix 2, and Appendix 5 shall be deleted in their entirety and replaced by Appendix 1A, 2A and 5A, respectively attached hereto; (2) Registry Operator shall comply with the registry data escrow specifications set forth in Appendix 1A; (3) the parties will comply with the executed Escrow Agreement substantially in the form of Appendix 2A; and (4) Registry Operator shall comply with Section 3(c)(v) below. 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	Update to incorporate zone file access exhibit with new gTLD
	zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Notwithstanding the foregoing, upon one hundred twenty (120) days from the Effective Date ("Appendix 3A Effective Date"), Appendix 3 shall be deleted in its entirety and replaced with Appendix 3A and the Registry Operator will make available bulk access to zone files to third parties in accordance with the terms of Appendix 3A. 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).	language.
Section	Monthly Reporting. Within <u>twenty (20) calendar</u> days	Updated for
3.1(c)(iv)	following the end of each calendar month, Registry	consistency with
	Operator shall prepare and deliver to ICANN a report	registry agreements
	providing such data and in the format specified in	for other gTLDs.
	Appendix 4. ICANN may audit Registry Operator's books	
	and records relating to data contained in monthly reports	New provision
	from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter.	pursuant to which
	Any such audit shall be at ICANN's cost, unless such audit	the parties agree to
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	shall reflect a material discrepancy or discrepancies in the data provided by The parties agree to negotiate in good faith to develop a transition plan within six (6) months of the Effective Date of this Agreement setting forth the timing and process by which 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 will deliver the monthly operators reports with the content and format set forth in Specification 3 of the new gTLD registry agreement.	develop a transition plan setting forth the timing and processes by which the monthly reports for the .NET registry will transition to the content and formatting set forth in Specification 3 of the new gTLD Registry Agreement.
Section 3.1(c)(v)	Whois Service. Registry Operator shall provide such whois Whois data as set forth in Appendix 5 until the Appendix 1A, 2A and 5A Effective Date. Upon the Appendix 1A, 2A and 5A Effective Date, Registry Operator shall provide Whois data as set forth in Appendix 5A.	Edits to replace Appendix 5 with Appendix 5A, which incorporates updated Whois data requirements.
Section 3.1(d)(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.	Updated for consistency with registry agreements for other gTLDs.
Section 3.1(d)(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 .net registry as of the Effective Date, including as set forth in Appendix 9, 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	Updated for clarity.

	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.	
Section 3.1(g)	Cooperation Emergency Transition. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement_negotiate in good faith to amend this Agreement, including relevant appendices, if applicable, to incorporate an emergency transition process for the operation of the registry for the TLD within one hundred and twenty (120) days following the Effective Date. Such emergency transition process shall include mutually agreed upon requirements for ICANN's designation of an emergency interim registry operator of the registry for the TLD and objective standards under which Registry Operator would resume operation of the registry for the TLD.	New provision pursuant to which the parties agreed to negotiate the implementation of an emergency transition process for the interim operation of the registry for the TLD, the requirements for designation of an emergency interim provider and objective standards under which Verisign would resume operation of the registry for the TLD.
Section 3.3 [NEW]	Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.	Moved reference for consistency with other gTLDs.
Section 3.4 [NEW]	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 (i) 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 (ii) 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	Updated for consistency with registry agreements for other gTLDs.

	timely provide all responsive documents, data and any other	
	<u>information necessary to demonstrate Registry Operator's</u>	
	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.	
Section 4.1	Term. The initial term of this This Agreement shall be six years	Clarification update
Section 1.1	from effective on the Effective Date through June 30, 2023 (the	consistent with
	"Expiration Date"), subject to extension of such term upon	
	renewal pursuant to Section 4.2 (together, the initial and any	registry agreements
	renewal terms shall constitute the "Term"). Registry Operator	for other gTLDs.
	agrees that upon the earlier of (i) termination of this	
	Agreement by ICANN in accordance with Article VI below or	
	(ii) the Expiration Date, it will cease to be the Registry	
	Operator for the TLD, unless, with respect to termination	
	under the foregoing clause (ii), Registry Operator and ICANN	
	agree on terms for renewal of the Agreement as set forth in	
	Section 4.2 below prior to the Expiration Date.	
Section 4.2		Clarification undata
Section 4.2	Renewal. This Agreement shall be renewed upon the	Clarification update
	expiration of the initial term set forth in Section 4.1 above and	consistent with
	each later renewal term of this Agreement, unless the following	registry agreements
	has occurred: (i) following notice of breach to Registry	for other gTLDs.
	Operator in accordance with Section 6.1 and failure to cure	
	such breach within the time period prescribed in Section 6.1,	Updated to include
	an arbitrator or court has determined that Registry Operator	start date for
	has been in fundamental and material breach of Registry	renewal discussions,
	Operator's obligations set forth in Sections 3.1(a), (b), (d) or	similar to registry
	(e); Section 5.2 or Section 7.3 and (ii) following the final	~ .
	decision of such arbitrator or court, Registry Operator has	agreements for other
	failed to comply within ten days with the decision of the	gTLDs.
	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	
1	registrations under management at the time of renewal),	

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	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-Level Transaction Fees may be reasonably modified so long as any increase in such fees shall not exceed the average of the percentage increase in Registry-Level Transaction Fees for the 5 largest gTLDs (determined as above), during the prior three-year period. The parties agree to initiate negotiations with respect to each renewal of the Agreement at least six (6) months prior to the respective	
0 5.1(.)	Expiration Date.	TT 1 4 1:
Section 5.1(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 8.68.8 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	Updated incorrect section reference.
Section 5.3	arbitration or litigation between the parties. Limitation of Liability. ICANN's aggregate monetary liability	Clarification update
	for violations of this Agreement shall not exceed the amount	
		

of Registry-Level Fees paid by Registry Operator to ICANN consistent with within the preceding twelve-month period pursuant to Section registry agreements 7.2 of this Agreement. Registry Operator's aggregate monetary for other gTLDs. liability to ICANN for violations of this Agreement shall be limited to fees, and monetary sanctions under Section 4.4, 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 4.4 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. Section 6.2 Bankruptcy. This Agreement shall automatically terminate in-Updated for the event ICANN may, upon notice to Registry Operator-shallconsistency with voluntarily or involuntarily be subject to bankruptcy registry agreements proceedings, terminate this Agreement if (i) Registry Operator for other gTLDs. makes an assignment for the benefit of creditors or similar act, Provision also (ii) attachment, garnishment or similar proceedings are contained in the new commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the gTLD Registry registry for the TLD, and are not dismissed within sixty (60) Agreement (revision calendar days of their commencement, (iii) a trustee, receiver, includes updates liquidator or equivalent is appointed in place of Registry proposed in the new Operator or maintains control over any of Registry Operator's gTLD Registry property, (iv) execution is levied upon any material property Agreement of Registry Operator that if levied, would reasonably be amendment). expected to materially and adversely affect the Registry Operator's ability to operate the registry for the TLD, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement (if such proceedings are instituted by Registry Operator or its Affiliates) or one hundred and eighty (180) calendar days of their commencement (if such proceedings are instituted by a third party against Registry Operator), or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD. Access to Registry Services. Registry Operator shall make Section 7.1(a) Updated for access to Registry Services, including the shared registration

system, available to all ICANN-accredited registrars, subject consistency with to the terms of the Registry-Registrar Agreement attached as registry agreements Appendix 8 hereto. Subject to Section 7.1(e), Registry for other gTLDs. 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.

Section 7.1(e) [NEW]

Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and ICANN

Updated for consistency with

Section 7.2(e)	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. 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.	Updated for consistency with registry agreements for other gTLDs.
Section 7.3(a)	Pricing. The price to ICANN-accredited registrars for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another, shall not exceed a total fee of US\$5.408.95, which fee consists of (A) a Registry Operator service fee ("Service Fee") equal to US\$4.658.20, and (B) an ICANN fee equal to US\$0.75. The Service Fee charged during a calendar year for each annual increment of a new and renewal domain name registration and for transferring a domain name registration from one ICANN-accredited registrar to another, shall not exceed the highest Service Fee charged during the preceding calendar year multiplied by 1.10. The same Service Fee shall be charged to all ICANN-accredited registrars. 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 are available to all ICANN-accredited registrars. For the avoidance of doubt, the programs expressly permitted by Section 7.1(b) shall not be a violation of this Section 7.3(a).	Updated to reflect current pricing.
Section 8.1(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	Updated for consistency with new gTLD Registry Agreement and registry agreements for other gTLDs.

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. Section 8.8 Notices, Designations, and Specifications. All notices to be Updated to reflect given under or in relation to this Agreement shall be given current contact either (i) in writing at the address of the appropriate party as information 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 12025 Waterfront Drive, Suite 330300 Marina Del Rev, California 90292 Los Angeles, CA 90094-2536 Telephone: ±1-310-823301-93585800 FacsimileFAX: +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:

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