Summary of Changes

The changes to the .NAME Agreement and the Appendices fall within several broad categories. The first category which comprises the majority of the changes arise from the application of Section 4.2 which provides in relevant part that:

> "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 most reasonably comparable gTLDs (provided however that if less than five gTLDs are reasonably comparable, then comparison shall be made with such lesser number, and .biz, .com, .info, .net and .org are hereby deemed comparable), 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

This provision was included in the .NAME Agreement (and similar provisions are contained in other registry agreements) to assure consistency across registries with respect to certain standard terms and provisions.

The second category of changes consists of changes required to update the agreement to reflect changes that have occurred since the current .name Registry Agreement was signed. This category includes updating references, technical changes and other updates.

The third categories of changes are changes designed to allow Verisign to better serve the internet community. This includes a change to allow Verisign to more quickly address certain imminent threats to the security and stability of the TLD or the Internet, as well as a change to help promote the development of the Internet in underserved markets and geographies by allowing Verisign to provide training, technical, support, marketing or incentive programs directed to such underserved markets and geographies.

.NAME REGISTRY AGREEMENT

Section	Revised Language	Explanation
Title	(~~15 August 2007~~_____)	Placeholder for new date
	This REGISTRY AGREEMENT (this "Agreement") is entered into as of ~~15 August 2007~~_____, by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and ~~Global Name Registry, a private limited company incorporated in England and Wales under the Company Number 4076112~~VeriSign Information Services, Inc., a Delaware corporation	Updated language to reflect assignment of the .NAME Agreement to VeriSign
Section 1.1	Effective Date. The Effective Date for purposes of this Agreement shall be ~~15 August 2007~~_____.	Updated language to reflect renewal term
Section 1.3	Designation as Registry Operator. Upon the Effective Date,	Updated language to

	until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to designate ~~Global Name Registry~~VeriSign Information Services, Inc. as the sole registry operator for the TLD ("Registry Operator").	reflect assignment of the .NAME Agreement to VeriSign
Section 2.1(a)	Organization; Due Authorization and Execution. Registry Operator is a ~~private limited company~~corporation, duly organized, validly existing and in good standing under the laws of ~~England and Wales~~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 dually and validly executed and delivered by Registry Operator.	Updated language to reflect assignment of the .NAME Agreement to VeriSign
Section 2.1(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 Section 2.1(b) ~~subsection~~ shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 3.1(a)(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 the procedure detailed at http://www.icann.org/en/registries/rsep/rsep.html~~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	Added URL

	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.	
Section 3.1(b)(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.	Updated URL
Section 3.1(b)(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."	Updated URL
Section 3.1(b)(v)(C)	~~for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;~~	Removed obsolete provision
Section 3.1(b)(v)(H)	modify the terms of Section 7.2 and Section 7.3 below; or	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
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 ~~related key material~~delegation signer ("DS") (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; (4) domain name registrant data collected by the Registry Operator from registrars	Language modified to reflect new services

	as part of or following registration of a domain name~~; and (5) the DNSSEC related material necessary to sign the .name zone (e.g., public and private portions of .name zone key-signing keys and zone-signing keys)(if Registry Operator implements DNSSEC)~~. 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.	
Section 3.1(c)(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 reasonable 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.~~	Language incorporated into new Contractual and Operational Audits Section
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 and Appendix 10 hereto, and shall	Language revised to reflect updated

	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~~.	contents of Appendix 10 Language incorporated into new Contractual and Operational Audits Section
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 .name registry as of the Effective Date as set forth on Appendix 9; (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.	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 3.1(d)(iv)	Process for Consideration of Proposed Registry Services. Registry Operator must notify ICANN prior to implementing any new Registry Operator Service, or making any material modification to a Registry Operator Service, in conformance with the procedure detailed at http://www.icann.org/en/registries/rsep/rsep.html. Following such written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Operator Service within the scope of the preceding paragraph that may relate to security or stability issues, including Internet interoperability, ICANN will follow the procedure detailed at http://www.icann.org/en/registries/rsep/rsep.html.	Updated URL
Section 3.1(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	Language conformed to the 5 most reasonably comparable Registry

	availability and ~~health~~ 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 permit Registry Operator to disclose domain name registrant or end-user information or other Personal Data as defined in Section 3.1(c)(ii) that it collects through providing domain name registration services 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. Nothing contained in this ~~section~~ Section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to an introduction by Registry Operator of a service employing a universal wildcard function. To the extent that traffic data subject to this provision is made available, access shall be on terms that are nondiscriminatory.	Agreements pursuant to Section 4.2 Corrected typographical error
Section 3.2(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 use best efforts to~~ 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.	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 3.3 [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 (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	Audit provisions expanded to allow for more robust ICANN compliance efforts.

	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 3.3(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 Agreement shall expire on 15 August 2018~~2~~, the "Expiration Date," as extended by any renewal terms.	Updated to reflect new Term
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 most reasonably comparable gTLDs (provided however that if less than five gTLDs are reasonably comparable, then comparison shall be made with such lesser number, and .biz, .com, info, .net and .org are hereby deemed comparable), 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 standards for the consideration of proposed Registry Services, including the definitions of Security	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2

	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 obligation to Registry Operator under Section 3.2(a), (b) and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; or the definition of Registry Services. In addition, upon renewal, registry fees payable to ICANN may be reasonably modified so long as any increase in such fees shall not exceed the average of the percentage increase in registry fees for the five most reasonably comparable TLDs (or such lesser number as provided above) during the prior three year period.	
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~~ARTICLE 5. 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 8.8~~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.	Updated cross references
Section 5.1(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	Corrected typographic error

	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 5.3	Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed ~~the~~ an amount ~~of~~ 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 ~~penalties~~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 4.4 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..	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 7.1(b) (New Paragraph)	Special Programs. Notwithstanding Section 7.1(a), Registry Operator may for the purpose of supporting the development of the Internet in an underserved geographic region (a region being one or more countries) provide training, technical support, marketing or incentive programs based on the unique needs of registrars primarily focused on serving such geographies to such	This language has been added to allow the development of programs designed to allow Verisign to better serve the

	registrars, so long as Registry Operator does not treat similarly situated registrars differently or apply such programs arbitrarily. In addition, Registry Operator may implement such programs with respect to registrars within a specific geographic region (a region being one or more countries), so long as (i) such region is defined broadly enough to allow multiple registrars to participate and such programs are made available to all such registrars, and (ii) such programs do not favor any registrar in which Registry Operator may have an ownership interest. For purposes of this Section 7.1(b), an underserved geographic region is one that, in the reasonable judgment of Registry Operator, is underserved by registry operators based upon an analysis of relevant metrics, including but not limited to broadband penetration, information and technology expenditures, domain penetration, registrar penetration, web hosting penetration, internet usage and number of internet users. Within five (5) calendar days of offering any such programs, Registry Operator shall post a notice of the offering of such program within the registrar facing communication tools of Registry Operator's website (which notice shall include, at a minimum, the terms and conditions of such program and identify the underserved geographic region underlying such program).	public interest by supporting the development of the Internet in underserved markets and regions by providing training, technical support and marketing and incentive programs targeted towards underserved markets and geographies. This language conforms to approved language in the .NET Registry Agreement
Section 7.1(c) [formerly Section 7.1(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.	The additional language was added to allow Verisign to take quick action to respond to certain malicious activities (i.e. Conficker) that pose an imminent threat to the security and stability of the .net TLD and the Internet. This language conforms to approved language in the .NET Registry Agreement and language proposed for the .COM Registry Agreement
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 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	Added to strengthen ICANN's compliance function and to facilitate registrar suspensions and terminations

<table>
<tr><td></td><td>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.</td><td>under the Registrar Accreditation Agreement</td></tr>
<tr><td>Section 7.2(b)</td><td>Second level and traditional third level domains (standard domain names): The transactional Registry-Level Fee for registered names is US$0.25~~calculated as follows:~~

<table><tr><td>~~Period~~</td><td>~~Transaction Fee~~</td></tr><tr><td>~~Effective Date to 30 June 200~~</td><td>~~US$0.15~~</td></tr><tr><td>~~1 July 2009 to 30 June 2011~~</td><td>~~US$0.20~~</td></tr><tr><td>~~1 July 2011 to 30 June 2013~~</td><td>~~US$0.25~~</td></tr></table>
~~Commencing in 2009, for calendar quarters during the Term for which the average annual price of registrations during the quarter is between US$3.01 and US$4.99, the Registry Level Fee shall be the lesser of (a) the transaction fee provided in 7.2.a.1 or (b) US$0.15 plus US $0.01 for each increase by US$0.20 above $3.01 in the average price of domain name registrations~~, multiplied by the number of annual increments of an initial or renewal domain name registration during such quarter (including renewals associated with transfers from one ICANN-accredited registrar to another); and in the event of monthly billed registrations, 1/12th of the previous amount, per month.</td><td>Updated to remove outdated language and to provide for flat per transaction fee, consistent with new gTLD agreement.</td></tr>
<tr><td>Section 7.2(f)</td><td>Payment Schedule. Registry Operator shall pay the Registry-Level Fees specified in Section 7.2(~~a~~b) and Section 7.2(~~c~~d), if applicable, 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.</td><td>Corrected cross-reference</td></tr>
<tr><td>Section 7.2(g)(ii)</td><td>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~~</td><td>Revised to remove outdated language and correct typographical error</td></tr>
</table>

	~~shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004- 2005 ICANN Budget~~. Provided, however, that Registry Operator shall only be required to pay the fees set forth in paragraph (~~e~~g) above, in the event that ICANN elects to collect the Variable Registry-Level Fee from all ICANN-Accredited Registrars. For the avoidance of doubt, Registry Operator shall not required to collect the per-registrar component of the Variable Registry-Level Fee from any registrar unless it is required to do so for all registrars.	
Section 7.3(a)	Pricing. From the Effective Date through six (6) months following the Effective Date, the price to ICANN-accredited registrars for each annual increment of a new and renewal second level and traditional third level domain name registrations and for transferring a second level and traditional third level domain name registration from one ICANN-accredited registrar to another, shall not exceed a total fee of US$6.00 (the "Maximum Service Fee"). ~~Commencing on 1 October 2007 the~~ The Maximum Service Fee charged during a calendar year for each annual increment of a new and renewal second level and traditional third level domain name registration and for transferring a second level and traditional third level domain name registration from one ICANN-accredited Registrar to another, may not exceed the Maximum Service Fee during the preceding calendar year multiplied by 1.10. The same Service Fee shall be charged to all ICANN-accredited Registrars for new and renewal second level and traditional third level domain name registrations. Volume discounts and marketing support 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 remove outdated language. Language added to permit target programs to underserved markets and geographies (See change to Section 7.1(a)).
Section 7.3(b)	Adjustments to Pricing for Domain Name Registrations. Registry Operator shall provide no less than six months prior notice in advance of any price increase for domain name registrations and shall continue to offer domain name registrations for periods of up to ten years. Registry Operator is not required to give notice of the imposition of the Variable Registry-Level Fee set forth in Section 7.2(g~~e~~).	Updated cross-reference
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,	Updated internal reference

	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. 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 8.1 ~~section~~ shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.	
Section 8.2	Indemnification Procedures. If ICANN receives notice of any third-party claim ~~is commenced~~ that is indemnified under Section 8.1 above, ~~notice thereof shall be given to~~ ICANN ~~as~~ shall promptly ~~as practicable~~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 8.2~~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.	Revised in conformance with .NET Registry Agreement to clarify notice requirement in the event of a third-party claim Updated internal reference

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 ~~approval~~ shall not be unreasonably withheld. 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	Removed reference to the Memorandum of Understanding with the DOC as that agreement is no longer in force
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 4676 Admiralty Way, Suite 330 Marina Del Rey, California 90292 Telephone: 1-310-823-9358 Facsimile: 1-310-823-8649 Attention: President and CEO	Contact information updated

		With a Required Copy to: General Counsel Email: (As specified from time to time.) If to Registry Operator, addressed to: VeriSign Information Services, Inc.~~Hakon Haugnes~~ 12061 Bluemont Way Reston, VA 20190~~GNR Limited, Suite K7, Cumbrian House, Meridian Gate,217 Marsh Wall Road, London E14 9FJ~~ Telephone: 1-703-948-452444 ~~20 7531 4880~~ Facsimile: 1-703-450-732644 ~~20 7519 6199~~ Attention: VP-Associate General Counsel, Naming~~Hakon Haugnes~~ With a Required Copy to: General Counsel~~Company Secretary~~ Email: (As specified from time to time.)	

.NAME REGISTRY AGREEMENT –

Appendix 1: Data Escrow Specification

Section	Revised Language	Explanation
Title	~~(14 July 2010)~~	Placeholder for new date
Section 11. [NEW]	**11. DNSSEC-Related Data** At such time that Registry Operator implements DNSSEC and collects DS records, Registry Operator shall escrow such DS records. Title: DS Report Report name: ds_domain_report_name Description: This report contains delegation signer (DS) records associated with domains sponsored by all registrars. Each DS record is listed once. Fields: Domain Name (domainname) Domain ROID (roid) Key Tag (keytag) Algorithm (algorithm) Digest Type (digesttype) Digest (digest) DS records will be escrowed in DS RR Presentation Format as defined in section 5.3 of RFC 4034.	Language added to reflect new services.

.NAME REGISTRY AGREEMENT –

Appendix 3: Zone File Access Agreement

Section	Revised Language	Explanation
Title	(~~15 August 2007~~_____)	Placeholder for new date
Section 1.	The User named in this Agreement hereby contracts with VeriSign Information Services, Inc. ("~~Registry Operator~~Verisign") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by ~~Registry Operator~~Verisign 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 ~~Registry Operator~~Verisign, ~~Registry Operator~~Verisign will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign
Section 2(i). User Information	Specific Internet host machine that will be used to access ~~Registry Operator~~Verisign's server to transfer copies of the Data:	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign
Section 3. Term	This Agreement is effective for a period of three (3) months from the date of execution by ~~Registry Operator~~Verisign (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 ~~[ ]~~.NAME TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign

Section 4. Grant of Access	~~Registry Operator~~Verisign grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by ~~Registry Operator~~Verisign 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 Verisign using FTP or HTTP for the purposes described in this Section 4. You agree that you will:	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 4(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 ~~the transmission by~~ e-mail, telephone, ~~or~~ facsimile, postal mail, SMS, and wireless alerts ~~of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers~~; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of ~~Registry Operator~~Verisign or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. ~~Registry Operator~~Verisign 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.	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 4(b)	~~Not use this Data, nor permit this Data to be used to harass, annoy, interrupt, disrupt, or interfere in the normal business operations or any registrant.~~	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 4(c)	~~Not to use this Data, nor permit this Data to be used for any marketing purposes whatsoever~~.	Language incorporated into Section 4(a)
Section 5. Fee	You agree to remit in advance to ~~Registry Operator~~Verisign a quarterly fee of $0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. ~~Registry Operator~~Verisign 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.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign
Section 7. Method of Access	~~Registry Operator~~Verisign 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, ~~Registry Operator~~Verisign may, in its sole discretion, temporarily	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign

	suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.	
Section 8. No Warranties	The Data is being provided "as-is." ~~Registry Operator~~Verisign 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.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign
Section 10. No Consequential Damages	In no event shall ~~Registry Operator~~Verisign 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 Registry has been advised of the possibility of such damages.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign
Section 11. Governing law	This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of 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 in the state or federal courts in Fairfax County and the Eastern District of the Commonwealth of Virginia, USA.~~[jurisdiction]~~. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located Virginia, USA (and each appellate court located therein)~~[relevant courts within jurisdiction]~~ 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.	Updated language to reflect home jurisdiction of VeriSign Information Services, Inc.
Section 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 ~~Registry Operator~~Verisign at 12061 Bluemont Way, Reston, Virginia 20190,~~**[address of Registry Operator]**~~ Attention: Customer Affairs Office. ~~Registry Operator~~Verisign 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 ~~Registry Operator~~Verisign or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.	Updated language to reflect current address of VeriSign
Section 14 Entire Agreement	This is the entire agreement between you and ~~Registry Operator~~Verisign 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.	Updated language to reflect assignment of the .NAME Registry Agreement to VeriSign

.NAME REGISTRY AGREEMENT –

Appendix 4: Registry Operator's Monthly Reports

<table>
<tr><th>Section</th><th>Revised Language</th><th>Explanation</th></tr>
<tr><td>Title</td><td>(~~1 April 2010~~_____)</td><td>Placeholder for new date</td></tr>
<tr><td>Section (A)(2)</td><td>~~**Service Level Agreement Performance.** Compare Service Level Agreement requirements with actual performance measures for the reporting month.~~</td><td>Language removed to reflect adoption of the new GTLD SLAs in Appendix 10</td></tr>
<tr><td>Section (A)(6)</td><td>**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.</td><td>Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2</td></tr>
<tr><td>Section (B)</td><td>**(B) Per-Registrar Activity Report for Second-Level and Traditional Third-Level Transactions.** File shall be named "name-transactions-YYYYMM.csv", where "YYYYMM" is the year and month being reported. Registry Operator shall provide this report monthly. This report shall be in comma separated-value format as specified in RFC 4180, using the following fields per registrar:
<table>
<tr><th>Field #</th><th>Field Name</th><th>Notes</th></tr>
<tr><td>01</td><td>registrar-name</td><td>registrar's full corporate name as registered with IANA</td></tr>
<tr><td>02</td><td>iana-id</td><td>http://www.iana.org/assignments/registrar-ids</td></tr>
<tr><td>03</td><td>total-domains</td><td>total domains under sponsorship</td></tr>
<tr><td>04</td><td>total-nameservers</td><td>total name servers registered</td></tr>
<tr><td>05</td><td>net-adds-1-yr</td><td>number of domains successfully registered with an initial term of one year (and not deleted within the add grace period)~~domains successfully added (and not deleted within the add grace period or (if any) free trial period)~~</td></tr>
<tr><td>06</td><td>net-adds-2-yr</td><td>number of domains successfully registered with an initial term of two years (and not deleted within the add grace period)</td></tr>
<tr><td>07</td><td>net-adds-3-yr</td><td>number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)</td></tr>
</table></td><td>Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2

Added a column for the number of attempted (successful and unsuccessful) domain name create commands</td></tr>
</table>

08	net-adds-4-yr	number of domains successfully registered with an initial term of four years (and not deleted within the add grace period)~~Etc.~~	
09	net-adds-5-yr	number of domains successfully registered with an initial term of five years (and not deleted within the add grace period)~~" "~~	
10	net-adds-6-yr	number of domains successfully registered with an initial term of six years (and not deleted within the add grace period)~~" "~~	
11	net-adds-7-yr	number of domains successfully registered with an initial term of seven years (and not deleted within the add grace period)~~" "~~	
12	net-adds-8-yr	number of domains successfully registered with an initial term of eight years (and not deleted within the add grace period)~~" "~~	
13	net-adds-9-yr	number of domains successfully registered with an initial term of nine years (and not deleted within the add grace period)~~" "~~	
14	net-adds-10-yr	number of domains successfully registered with an initial term of ten years (and not deleted within the add grace period)~~" "~~	
15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)	
16	net-renews-2-yr	number of domains successfully renewed either automatically or by command with a new renewal period of two years (and not deleted within the renew grace period)	
17	net-renews-3-yr	number of domains successfully renewed either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)	
18	net-renews-4-yr	number of domains successfully renewed either automatically or by command with a new renewal period of four years (and not deleted within the renew grace period)~~Etc.~~	
19	net-renews-5-yr	number of domains successfully renewed either automatically or by command with a new renewal period of five years (and not deleted within the renew grace period)~~" "~~	
20	net-renews-6-yr	number of domains successfully renewed either automatically or by command with a new renewal period of six years (and not deleted within the renew grace period)~~" "~~	
21	net-renews-7-yr	number of domains successfully renewed either automatically or by command with a new renewal period of seven years (and not deleted within the renew grace period)~~" "~~	
22	net-renews-	number of domains successfully renewed	

		8-yr	either automatically or by command with a new renewal period of eight years (and not deleted within the renew grace period)" "
	23	net-renews-9-yr	number of domains successfully renewed either automatically or by command with a new renewal period of nine years (and not deleted within the renew grace period)" "
	24	net-renews-10-yr	number of domains successfully renewed either automatically or by command with a new renewal period of ten years (and not deleted within the renew grace period)" "
	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-nodecision	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	domains restored from redemption period
	35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
	36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
	37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted

	38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
	39	attempted-adds	Number of attempted (successful and failed) domain name create commands

The first line shall include the field names exactly as they appear in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars. The first field of this line shall read "Totals" while the second field shall be left empty in that line. Registry Operator shall include field #39 "attempted-adds" in each report within eighteen (18) months of the Effective Date of the Agreement. No other lines besides the ones described above shall be included. Line breaks shall be "CRLF" (<U+000D, U+000A>) as described in RFC 4180.

Section (C)

(C) Per-Registrar Activity Report for Bulk Third-level Transactions. File shall be named "name-bulk-transactions-YYYYMM.csv"; where "YYYYMM" is the year and month being reported . Registry Operator shall provide this report only for those months during which bulk third-level transactions were processed. This report shall be in comma separated-value format, as specified in RFC 4180 using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name as registered with IANA
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	number of domains successfully ~~added (and not deleted within the add grace period or (if any) free trial period)~~registered with an initial term of one year (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 (and not deleted within the add grace period)
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)
08	net-adds-4-	number of domains successfully registered

Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2

Added a column for the number of attempted (successful and unsuccessful) domain name create commands

		yr	with an initial term of four years (and not deleted within the add grace period)~~Etc.~~
	09	net-adds-5-yr	number of domains successfully registered with an initial term of five years (and not deleted within the add grace period)" "
	10	net-adds-6-yr	number of domains successfully registered with an initial term of six years (and not deleted within the add grace period)" "
	11	net-adds-7-yr	" " number of domains successfully registered with an initial term of seven years (and not deleted within the add grace period)
	12	net-adds-8-yr	number of domains successfully registered with an initial term of eight years (and not deleted within the add grace period)" "
	13	net-adds-9-yr	number of domains successfully registered with an initial term of nine years (and not deleted within the add grace period)" "
	14	net-adds-10-yr	number of domains successfully registered with an initial term of ten years (and not deleted within the add grace period)" "
	15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)
	16	net-renews-2-yr	number of domains successfully renewed either automatically or by command with a new renewal period of two years (and not deleted within the renew grace period)
	17	net-renews-3-yr	number of domains successfully renewed either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)
	18	net-renews-4-yr	number of domains successfully renewed either automatically or by command with a new renewal period of four years (and not deleted within the renew grace period)~~Etc.~~
	19	net-renews-5-yr	number of domains successfully renewed either automatically or by command with a new renewal period of five years (and not deleted within the renew grace period)" "
	20	net-renews-6-yr	number of domains successfully renewed either automatically or by command with a new renewal period of six years (and not deleted within the renew grace period)" "
	21	net-renews-7-yr	number of domains successfully renewed either automatically or by command with a new renewal period of seven years (and not deleted within the renew grace period)" "
	22	net-renews-8-yr	number of domains successfully renewed either automatically or by command with a

		new renewal period of eight years (and not deleted within the renew grace period)" "
23	net-renews-9-yr	number of domains successfully renewed either automatically or by command with a new renewal period of nine years (and not deleted within the renew grace period)" "
24	net-renews-10-yr	number of domains successfully renewed either automatically or by command with a new renewal period of ten years (and not deleted within the renew grace period)" "
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-nodecision	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	domains restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-	total number of names affected by granted AGP (add grace period) exemption requests

<table>
<tr><td></td><td>
<table>
<tr><td></td><td>domains</td><td></td></tr>
<tr><td>39</td><td>attempted-adds</td><td>Number of attempted (successful and failed) domain name create commands</td></tr>
</table>

The first line shall include the field names exactly as they appear in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars. The first field of this line shall read “Totals” while the second field shall be left empty in that line. . Registry Operator shall include field #39 “attempted-adds” in each report within eighteen (18) months of the Effective Date of the Agreement. No other lines besides the ones described above shall be included. Line breaks shall be “CRLF” (<U+000D, U+000A>) as described in RFC 4180.</td><td></td></tr>
<tr><td>Section (D)
[NEW]</td><td>(D) Registry Functions Activity Report. Within eighteen (18) months of the Effective Date of the Agreement, Registry Operator shall provide a Registry Functions Activity Report. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

<table>
<tr><td>Field #</td><td>Field Name</td><td>Description</td></tr>
<tr><td>01</td><td>operational-registrars</td><td>number of operational registrars at the end of the reporting period</td></tr>
<tr><td>02</td><td>ramp-up-registrars</td><td>number of registrars that have received a password for access to OT&E at the end of the reporting period</td></tr>
<tr><td>03</td><td>pre-ramp-up-registrars</td><td>number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period</td></tr>
<tr><td>04</td><td>zfa-passwords</td><td>number of active zone file access passwords at the end of the reporting period</td></tr>
<tr><td>05</td><td>whois-43-queries</td><td>number of WHOIS (port-43) queries responded during the reporting period</td></tr>
<tr><td>06</td><td>web-whois-queries</td><td>number of Web-based Whois queries responded during the reporting period, not including searchable Whois</td></tr>
<tr><td>07</td><td>searchable-whois-queries</td><td>number of searchable Whois queries responded during the reporting period, if offered</td></tr>
<tr><td>08</td><td>dns-udp-</td><td>number of DNS queries received</td></tr>
</table></td><td>Addition of new Registry Functions Activity Report in .csv format</td></tr>
</table>

	queries-received	over UDP transport during the reporting period	
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period	
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period	
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period	
12	srs-dom-check	number of SRS (EPP and any other interface) domain name "check" requests responded during the reporting period	
13	srs-dom-create	number of SRS (EPP and any other interface) domain name "create" requests responded during the reporting period	
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name "delete" requests responded during the reporting period	
15	srs-dom-info	number of SRS (EPP and any other interface) domain name "info" requests responded during the reporting period	
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name "renew" requests responded during the reporting period	
17	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP "restore" requests responded during the reporting period	
18	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP "restore" requests delivering a restore report responded during the reporting period	
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name "transfer" requests to approve transfers responded during the reporting period	
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name "transfer"	

			requests to cancel transfers responded during the reporting period
	21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name "transfer" requests to query about a transfer responded during the reporting period
	22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name "transfer" requests to reject transfers responded during the reporting period
	23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name "transfer" requests to request transfers responded during the reporting period
	24	srs-dom-update	number of SRS (EPP and any other interface) domain name "update" requests (not including RGP restore requests) responded during the reporting period
	25	srs-host-check	number of SRS (EPP and any other interface) host "check" requests responded during the reporting period
	26	srs-host-create	number of SRS (EPP and any other interface) host "create" requests responded during the reporting period
	27	srs-host-delete	number of SRS (EPP and any other interface) host "delete" requests responded during the reporting period
	28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
	29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period
	30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
	31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period

32	srs-cont-delete	number of SRS (EPP and any other interface) contact “delete” requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact “info” requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact “transfer” requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact “transfer” requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact “transfer” requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact “transfer” requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact “transfer” requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact “update” requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

.NAME REGISTRY AGREEMENT –

Appendix 5: Whois Specifications

Section	Revised Language	Explanation
Title	(~~15 August 2007~~_____)	Placeholder for new date
Overview	The Public Whois service consists of two parts: • Web-based Whois services with extensive capabilities • Port 43 Whois services The Registry Whois system has been designed for data protection compliance, robustness, availability, and performance. Provisions for detection of abusive usage, like excessive numbers of queries from one source, have been taken into account, and other countermeasures against abuse, like throttling and filtering, will be activated if necessary. Registry Operator offers public IPv6 for its Whois within eighteen (18) months of the Effective Date. The Registry Operator will in addition to the ~~WHOIS~~ Whois service make available an email address to assist members of the Internet technical community if necessary. Registry Operator commits to participating in and supporting the work in the IETF to produce a Domain Name Registration Data Access Protocol [SAC 051]. Registry Operator shall implement the standard no later than 135 days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); 2) its implementation is commercially reasonable in the context of the overall operation of the registry; and 3) the required implementation deadline is at least eighteen (18) months from the Effective Date. This Appendix is subject to change by agreement of Registry Operator and ICANN during the IETF standards process. Further, Registry Operator reserves the right to develop these services internally or outsource management of the facilities to an external contractor under terms that are consistent with the standards of the proposed service. The Whois service is described in more detail below.	Clarifying language added Added language requiring support for IPv6 and IETF work to produce a Domain Name Registration Data Access Protocol and adoption of related standard
Section I – Detailed and	Upon completing an application for Detailed Whois searches, an applicant will receive five passwords, each of which is effective	Removed requirement for

Extensive Whois Data (Password Protected)	for one Detailed Whois search only. A fee of US$2 may be charged for the five passwords. Registry Operator may, in its discretion, not charge the US$2 fee and require requestors instead to authenticate themselves using a credit card or other personally identifiable information. Passwords obtained through the interface at http://whois.nic.name for Detailed Whois searches are valid for 24 hours and may be used using ~~either~~ the web-based ~~or port 43~~ Whois interface.	Detailed Whois access through Port 43 due to non-use

Section I – Detailed and Extensive Whois Data (Password Protected)	Detailed Whois queries will return more extensive contact information (not including e-mail addresses or phone and fax numbers) about registrants. ~~Administrative, technical, or billing contacts that are the same as the registrant contact will not be separately displayed.~~ For the fields contained in a returned Detailed Whois Results page and an example of a returned record, please see the output specification and examples below.	Language removed to conform to simplified Detailed Whois output specification
Section II – Whois Service Access Methods	Registry Operator will provide Whois data through an interactive web page and a port 43 Whois service. Summary~~,~~ or Standard~~, or Detailed~~ Whois queries may be made through either access method with the same output formats, described below. Detailed and Extensive queries can only be made through the web interface.	Language modified to reflect proposed removal of Detailed Whois access through Port 43 due to non-use
Section IV – Whois Query and Output Formats	For web access, object types and query levels will be specified by controls on the form. For port 43 queries, the query syntax determines the object type and query level. Particular object types and query levels can be specified by including an optional keyword, and/or an optional modifier, ~~and/or an optional password~~ in the query. (If no keyword~~,~~ or modifier ~~or password are~~ is supplied, the default query will search only domain objects at the Summary level of detail.)	Language modified to reflect proposed removal of Detailed Whois access through Port 43 due to non-use
Section IV – Whois Query and Output Formats	Example for Port 43 queries appear below. **Sample Query** / **Explanation** john.smith.name or domain john.smith.name — summary query for domain name or smith.name or domain smith.name	Language modified to reflect proposed removal of Detailed Whois access through Port 43 due to non-use

	domain = john.smith.name or domain=smith.name	standard query for domain name
	~~domain john.smith.name XyYpF4Ju8Ma5~~ ~~or~~ ~~domain smith.name XyYpF4Ju8Ma5~~	~~detailed query for domain name~~
	nameserver ns.example.name	summary query for nameserver

Section IV – Whois Query and Output Formats	The following table specifies the data elements reported in response to various query types and levels: Flags and Public/Extensive Whois fields: • X - Field will always be output if data is available. • O - Field is optional, and may not be displayed • ~~U - Field displayed only if contact different in content from registrant contact (differences in Contact IDs are ignored)~~ • M - Field may be represented as multiple key/value pairs Sections: • M - Multiple subrecords may be displayed If the data is not available, the key will not be displayed. The "flags" column applies to all output formats.	Language removed and modified to conform to simplified Detailed Whois output specification

Domain Name Record						
Section	**Field name**	**Flags**	**Summary**	**Standard**	**Detailed**	**I**
	Domain Name ID		X	X	X	
	Domain Name		X	X	X	
	Sponsoring Registrar			X	X	
	Domain Status	M	X	X	X	
	Registrant ID			X	X	
	Registrant Organization	O			X	
	Registrant Name				X	
	Registrant Address				X	
	Registrant City				X	
	Registrant State/Province	O			X	

	Registrant Country				X	X
	Registrant Postal Code	O			X	X
	Registrant Phone Number					X
	Registrant Fax Number	O				X
	Registrant Email					X
	Other names registered by registrant	OM				X
	Admin ID			X	~~U~~X	X
	Admin Organization	O			~~U~~X	X
	Admin Name				X~~U~~	X
	Admin Address				X~~U~~	X
	Admin City				X~~U~~	X
	Admin State/Province	O			X~~U~~	X
	Admin Country				X~~U~~	X
	Admin Postal Code	O			X~~U~~	X
	Admin Phone Number				X~~U~~	X
	Admin Fax Number	O			X~~U~~	X
	Admin Email				X~~U~~	X
	Tech ID			X	X~~U~~	X
	Tech Organization	O			X~~U~~	X
	Tech Name				X~~U~~	X
	Tech Address				X~~U~~	X
	Tech City				X~~U~~	X
	Tech State/Province	O			X~~U~~	X
	Tech Country				X~~U~~	X
	Tech Postal Code	O			X~~U~~	X
	Tech Phone Number				X~~U~~	X
	Tech Fax Number	O			X~~U~~	X
	Tech Email				X~~U~~	X
	Billing ID			X	X~~U~~	X
	Billing Organization	O			X~~U~~	X
	Billing Name				X~~U~~	X
	Billing Address				X~~U~~	X
	Billing City				X~~U~~	X
	Billing State/Province	O			X~~U~~	X
	Billing Country				X~~U~~	X
	Billing Postal Code	O			X~~U~~	X
	Billing Phone Number				X~~U~~	X
	Billing Fax Number	O			X~~U~~	X
	Billing Email				X	X
M	Name Server	O		X	X	X
	Name Server ID	O		X		
	Created On			X	X	X
	Expires On			X	X	X
	Updated On			X	X	X

<table>
<tr>
<td>Section IV – Whois Query and Output Formats</td>
<td>
<table>
<tr><th colspan="8">Contact record</th></tr>
<tr><th>Section</th><th>Field name</th><th>Flags</th><th>Summary</th><th>Standard</th><th>Detailed</th><th>Extensive</th><th></th></tr>
<tr><td></td><td>Contact ID</td><td></td><td>X</td><td>X</td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Name</td><td></td><td></td><td>~~X~~</td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Registrar ID</td><td></td><td></td><td>X</td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Registrar</td><td></td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Organization</td><td>O</td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Address</td><td></td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact City</td><td></td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact State/Province</td><td>O</td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Country</td><td></td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Postal Code</td><td>O</td><td></td><td></td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Phone Number</td><td></td><td></td><td></td><td></td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Fax Number</td><td>O</td><td></td><td></td><td></td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Email</td><td></td><td></td><td></td><td></td><td></td><td>X</td></tr>
<tr><td></td><td>Contact Status</td><td>M</td><td></td><td>X</td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Created On</td><td></td><td></td><td>X</td><td>X</td><td></td><td>X</td></tr>
<tr><td></td><td>Updated On</td><td></td><td></td><td>X</td><td>X</td><td></td><td>X</td></tr>
</table>
</td>
<td>Corrected typographical error in posted version of Appendix 5 not contained in 2002 or 2007 approved Appendix.</td>
</tr>
<tr>
<td>Section V – Whois Query and Output Examples</td>
<td>
3. Detailed Whois

Domain Name Record:

Input:

Through web pages only.

Select: Domain

Enter Query String =JOHN.SMITH.name
-or-
= SMITH.name

~~john.smith.name XyYpF4Ju8Ma5~~
~~-or-~~
~~detailed domain john.smith.name XyYpF4Ju8Ma5~~
~~-or-~~
~~domain john.smith.name XyYpF4Ju8Ma5~~
~~-or-~~
~~detailed domain smith.name XyApF4Ju8Np5~~
~~-or-~~
</td>
<td>Language modified to conform to simplified Detailed Whois output specification</td>
</tr>
</table>

~~domain smith.name XyApF4Ju8Np5~~
~~- or -~~
~~smith.name XyApF4Ju8Np5~~

~~1.1.1 Case 1: Admin, Billing, and Tech contacts identical to Registrant contact~~

~~1.1.2 Output:~~

~~1.1.3 Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name.~~

~~1.1.4 Domain Name ID: 12345DOMAIN-NAME~~
~~Domain Name: JOHN.SMITH.name~~
~~Sponsoring Registrar: REGISTRAR1 INC~~
~~Domain Status: ok~~
~~Registrant ID: 123CONTACT-NAME~~
~~Registrant Name: JOHN SMITH~~
~~Registrant Address: 125 HIGH HOLBORN~~
~~Registrant City: LONDON~~
~~Registrant Country: United Kingdom~~
~~Registrant Postal Code: WC1V 6QA~~
~~Admin ID: 123CONTACT-NAME~~
~~Tech ID: 123CONTACT-NAME~~
~~Billing ID: 123CONTACT-NAME~~
~~Name Server: NS1.SMITH.name~~
~~Name Server: NS2.SMITH.name~~
~~Created On: 2001-05-15T00:00:00Z~~
~~Expires On: 2003-05-15T00:00:00Z~~
~~Updated On: 2001-05-15T00:00:00Z~~

~~1.1.5 Case 2: Admin, Billing, and Tech contacts different from Registrant contact~~

~~1.1.6~~1.1.1 Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name

Domain Name: JOHN.SMITH.name
Sponsoring Registrar: REGISTRAR1 INC
Domain Status: ok
Registrant ID: 123CONTACT-NAME
Registrant Name: JOHN SMITH
Registrant Address: 125 HIGH HOLBORN
Registrant City: LONDON
Registrant Country: United Kingdom
Registrant Postal Code: WC1V 6QA
Admin ID: 124CONTACT-NAME

	Admin Organization: DOMAINADMINISTRATION LTD Admin Name: DOMAINADMIN JOHN SMITH Admin Address: 140 OXFORD STREET Admin City: LONDON Admin Country: United Kingdom Admin Postal Code: WC12 4AB Admin Phone Number: +44.207123456 Admin Fax Number: +44.207123457 Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Tech ID: 125CONTACT-NAME Tech Organization: DOMAINADMINISTRATION LTD Tech Name: DOMAINTECH JOHN SMITH Tech Address: 140 OXFORD STREET Tech City: LONDON Tech Country: United Kingdom Tech Postal Code: WC12 4AB Tech Phone Number: +44.207123456 Tech Fax Number: +44.207123457 Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Billing ID: 126CONTACT-NAME Billing Organization: DOMAINADMINISTRATION LTD Billing Name: DOMAINBILLING JOHN SMITH Billing Address: 140 OXFORD STREET Billing City: LONDON Billing Country: United Kingdom Billing Postal Code: WC12 4AB Billing Phone Number: +44.207123456 Billing Fax Number: +44.207123457 Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Name Server: NS1.SMITH.name Name Server: NS2.SMITH.name Created On: 2001-05-15T00:00:00Z Expires On: 2003-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z	
Section V – Whois Query and Output Examples	**Defensive Registration Record:** Input: Through web pages only Select: Blocked Enter Query String = TRADEMARK	Language modified to conform to simplified Detailed Whois output specification

	~~detailed blocked TRADEMARK XyYpF4Ju8Ma5~~ ~~-or-~~ ~~blocked TRADEMARK XyYpF4Ju8Ma5~~ Output: Defensive Registration ID: 125DEFREG-NAME Defensive Registration: TRADEMARK Type: Premium Defensive Tm-identifier: CBE1234566 Country of Tm-registration: Germany Date of Tm-registration: 1993-05-11 Sponsoring Registrar ID: 12REGISTRAR-NAME Sponsoring Registrar: REGISTRAR1 INC Defensive Registration Status: ok Registrant ID: 125CONTACT-NAME Registrant Organization: TRADEMARK INC Registrant Name: GENERAL COUNSEL Registrant Address: 125 TRADEMARK AVENUE Registrant City: HAMBURG Registrant State/Province: HAMBURG Registrant Country: Germany Registrant Postal Code: 12345 Admin ID: 125CONTACT-NAME Admin Organization: TRADEMARK INC. Admin Name: GENERAL COUNSEL JOHN SMITH Admin Address: 125 TRADEMARK AVENUE Admin City: HAMBURG Admin State/Province: HAMBURG Admin Country: Germany Admin Postal Code: 12345 Admin Phone Number: +44.207123456 Admin Fax Number: +44.207123457 Admin Email: GENERALCOUNSEL@TRADEMARK.DE Created On: 2001-05-15T00:00:00Z Expires On: 2011-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z Input: Through web pages only Select: Blocked Enter Query String = SAMPLE.MARK ~~detailed blocked SAMPLE.MARK XyYpF4Ju8Ma5~~ ~~-or-~~	

	~~blocked SAMPLE.MARK-XyYpF4Ju8Ma5~~ Output: Defensive Registration: SAMPLE.MARK Type: Standard Defensive Tm-identifier: CBE1234566 Country Of Tm-registration: Germany Date Of Tm-registration: 1993-05-11 Sponsoring Registrar ID: 12REGISTRAR-NAME Sponsoring Registrar: REGISTRAR1 INC Registrant ID: 125CONTACT-NAME Registrant Organization: TRADEMARK INC Registrant Name: GENERAL COUNSEL Registrant Address: 125 TRADEMARK AVENUE Registrant City: HAMBURG Registrant State/Province: HAMBURG Registrant Country: Germany Registrant Postal Code: 12345 Admin ID: 125CONTACT-NAME Admin Organization: TRADEMARK INC. Admin Name: GENERAL COUNSEL JOHN SMITH Admin Address: 125 TRADEMARK AVENUE Admin City: HAMBURG Admin Country: Germany Admin Postal Code: 12345 Admin Phone Number: +44.207123456 Admin Fax Number: +44.207123457 Admin Email: GENERALCOUNSEL@TRADEMARK.DE Created On: 2001-05-15T00:00:00Z Expires On: 2011-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z	
Section V – Whois Query and Output Examples	**Contact Record:** Input: Through web pages only Select: Contact Enter Query String = 124CONTACT-NAME ~~contact 123CONTACT-NAME-XyYpF4Ju8Ma5~~ ~~-or-~~ ~~detailed contact 123CONTACT-NAME-XyYpF4Ju8Ma5~~ Output:	Language modified to conform to simplified Detailed Whois output specification

	Contact ID:124CONTACT-NAME Contact Name: DOMAINADMIN Contact Registrar ID: 17REGISTRAR-NAME Contact Registrar: REGISTRAR1 INC Contact Organization: DOMAINADMINISTRATION LTD Contact Address: 140 OXFORD STREET Contact City: LONDON Contact Country: United Kingdom Contact Postal Code: WC12 4AB Contact Status: ok Created On: 2001-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z **Name Server Record:** Input: Through web pages only Select: Nameserver Enter Query String = NS.SMITH.NAME -or- = 24.6.0.1 ~~nameserver ns.smith.name XyYpF4Ju8Ma5~~ ~~-or-~~ ~~detailed nameserver 24.6.0.1 XyYpF4Ju8Ma5~~ Output: Name Server ID: 123HOST-NAME Name Server Name: NS.SMITH.NAME Name Server Registrar ID: 12REGISTRAR-NAME Name Server Registrar: REGISTRAR1 INC Name Server Status: ok IP Address Associated: 24.6.0.1 Created On: 2001-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z	
Section V – Whois Query and Output Examples	**4. Extensive Whois** **Domain Name Record:** Input:	Language modified to conform to simplified Detailed Whois output specification

	Through web pages only. Select: Domain Enter Query String = JOHN.SMITH.name -or- = SMITH.name Output: Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name. Domain Name: JOHN.SMITH.name Domain Name ID: 12345DOMAIN-NAME Domain Status: ok Sponsoring Registrar: REGISTRAR1 INC Registrant ID: 123CONTACT-NAME Registrant Name: JOHN SMITH Registrant Address: 125 HIGH HOLBORN Registrant City: LONDON Registrant Country: United Kingdom Registrant Postal Code: WC1V 6QA Registrant Phone: +44.207123456 Registrant Fax: +44.207123457 Registrant Email: JOHN@SMITH.name Other names registered by registrant: JOHN@SMITH.name, J.SMITH.name Admin ID: 124CONTACT-NAME Admin Organization: DOMAINADMINISTRATION LTD Admin Name: DOMAINADMIN JOHN SMITH Admin Address: 140 OXFORD STREET Admin City: LONDON Admin Country: United Kingdom Admin Postal Code: WC12 4AB Admin Phone Number: +44.207123456 Admin Fax Number: +44.207123457 Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Tech ID: 124CONTACT-NAME Tech Organization: DOMAINADMINISTRATION LTD Tech Name: DOMAINADMIN JOHN SMITH Tech Address: 140 OXFORD STREET Tech City: LONDON Tech Country: United Kingdom Tech Postal Code: WC12 4AB Tech Phone Number: +44.207123456 Tech Fax Number: +44.207123457 Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK	

	Billing ID: 124CONTACT-NAME Billing Organization: DOMAINADMINISTRATION LTD Billing Name: DOMAINADMIN JOHN SMITH Billing Address: 140 OXFORD STREET Billing City: LONDON Billing Country: United Kingdom Billing Postal Code: WC12 4AB Billing Phone Number: +44.207123456 Billing Fax Number: +44.207123457 Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Name Server: NS1.SMITH.name Name Server: NS2.SMITH.name Created On: 2001-05-15T00:00:00Z Expires On: 2003-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z	
Section V – Whois Query and Output Examples	**SLD Email Record:** Input: Through web pages only. Select: Emailforwarding Enter Query String = JOHN@SMITH.name Output: SLD Email: JOHN@SMITH.name SLD Email ID: 12345EMAIL-NAME SLD Email Status: ok Sponsoring Registrar: REGISTRAR1 INC Registrant ID: 123CONTACT-NAME Registrant Name: JOHN SMITH Registrant Address: 125 HIGH HOLBORN Registrant City: LONDON Registrant Country: United Kingdom Registrant Postal Code: WC1V 6QA Registrant Phone: +44207123456 Registrant Fax: +44207123457 Registrant Email: JOHN@SMITH.name Other names registered by registrant: J@SMITH.name Admin ID: 124CONTACT-NAME Admin Organization: DOMAINADMINISTRATION LTD Admin Name: DOMAINADMIN JOHN SMITH Admin Address: 140 OXFORD STREET Admin City: LONDON	Language modified to conform to simplified Detailed Whois output specification

	Admin Country: United Kingdom Admin Postal Code: WC12 4AB Admin Phone Number: +44.207123456 Admin Fax Number: +44.207123457 Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Tech ID: 124CONTACT-NAME Tech Organization: DOMAINADMINISTRATION LTD Tech Name: DOMAINADMIN JOHN SMITH Tech Address: 140 OXFORD STREET Tech City: LONDON Tech Country: United Kingdom Tech Postal Code: WC12 4AB Tech Phone Number: +44.207123456 Tech Fax Number: +44.207123457 Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Billing ID: 124CONTACT-NAME Billing Organization: DOMAINADMINISTRATION LTD Billing Name: DOMAINADMIN JOHN SMITH Billing Address: 140 OXFORD STREET Billing City: LONDON Billing Country: United Kingdom Billing Postal Code: WC12 4AB Billing Phone Number: +44.207123456 Billing Fax Number: +44.207123457 Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK Created On: 2001-05-15T00:00:00Z Expires On: 2003-05-15T00:00:00Z Updated On: 2001-05-15T00:00:00Z	

.NAME REGISTRY AGREEMENT –

Appendix 6: Schedule of Reserved Names

Section	Revised Language	Explanation
Title	(~~25 March 2011~~_____)	Placeholder for new date
Section B	~~All two-character labels shall be initially reserved.~~ All two-character labels shall be shared at the second-level and maintained by the Registry Operator. Two-character names shall be released by the Registry Operator for third-level registrations and SLD email addresses only. Registry Operator should take measures to avoid confusion with corresponding country codes. 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.	Modified to conform to ICANN's 16 January 2007 release approval for third-level registrations and SLD email addresses only
Section G	**Names staying with ~~The Global Name Registry~~Registry Operator in the event of reassignment** employee names - Registry Operator will register the firstname.lastname.name versions of all current employees' names, provided no more than 1000 such names are under registration at any time. These names can be transferred to an ICANN Accredited Registrar by the employee. 1. ~~globalregistry.name~~verisign.name 2. ~~gnr.name~~ verisigninc.name ~~3. theglobal.name~~ ~~4. theglobalname.name~~ ~~5. theglobalnameregistry.name~~ ~~6. theglobalregistry.name~~ If the corporate identity of ~~The Global Name Registry~~Registry Operator is changed, Appendix 6 will be amended to incorporate second level domain variations on the new identity.	Updated language to reflect assignment of the .NAME Agreement to VeriSign

.NAME REGISTRY AGREEMENT –

Appendix 7: Functional and Performance Specifications

Section	Revised Language	Explanation
Title	Appendix 7: Functional ~~and Performance~~ Specifications (~~15 August 2007~~ _____)	Title revised to reflect updated contents of Appendix Placeholder for new date
Introduction	These functional specifications for the Registry TLD consist of the following parts: • Registry-Registrar Interface Protocol; • Supported initial and renewal registration periods; • Grace period policy; • Nameserver functional specifications; • Other functional specifications; • Patch, update, and upgrade policy; ~~and~~ • ~~Performance Specifications;~~ • Additional Services; and • Implementation of New Standards.	Language revised to reflect updated contents of Appendix
Section 2.2	"EPP" means the Extensible Provisioning Protocol~~, which is the protocol used by the Registry System.~~ as specified in RFC 5730 and related RFCs.	Language conformed to the 5 most reasonably comparable Registry Agreements pursuant to Section 4.2
Section 2.5	"Registered Item" refers to either a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, or a SLD E-mail Address or a Defensive Registration or a ~~Namewatch~~ NameWatch Registration, about which ~~GNR~~ Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. An item in a Registry Database may be a Registered Item even though it does not appear in a TLD zone file (e.g., a registered but inactive name).	Language modified to reflect proper brandnames of NameWatch and Verisign
Section 2.12	" The "Registry System" means the system operated by ~~GNR~~Registry Operator and its technology partners for Registered Items in the Registry TLD.	Language conformed to the 5 most reasonably comparable

		Registry Agreements pursuant to Section 4.2
Section 3.1	*Extensible Provisioning Protocol (EPP):* Registry Operator has implemented, and shall maintain support of, the Extensible Provisioning Protocol ("EPP") in conformance with the Proposed Standard and Informational RFCs 5730, 5731, 5732, 5733, 5734, 5910 and 3915~~3730, 3731, 3732, 3733, 3734, and 3735~~ published by the Internet Engineering Task Force ("IETF") and/or any successor standards, versions, modifications or additions thereto as Registry Operator deems reasonably necessary. If Registry Operator requires the use of functionality outside of EPP RFCs, Registry Operator must document EPP extensions using Internet-Draft format following the guidelines described in RFC 3735. Registry Operator is not required to submit documented EPP extensions to the IETF but to consider the recommendations on standardization described in section 2.1. of RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.	Language modified to update references to RFCs
Section 3.3 [NEW]	Registry Operator shall take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct	Language added to address orphan glue records
Section 4.1, et seq.	Initial registrations of Registered ~~Names~~Items (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years in one year increments. [Conforming modifications of “Registry Name” to “Registry Item” made in Sects. 4.2, 4.3, 4.4, 5.1, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9] [Need to confirm acceptability of listing conforming changes once here, rather than separate individual listing for each section modified]	Language modified to appropriately reflect broader scope of registered .NAME items, including NameWatch and DefReg Items.
Section 5.3	There are ~~four~~ five grace periods provided by Registry Operator's Shared Registration System: Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, ~~and~~ Transfer Grace Period, and Redemption Grace Period.	Language modified to reflect new services
Section 5.4	*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 Registered ~~Name~~Item • Deletion of an existing Registered ~~Name~~Item •Restore of a Registered Name in the Redemption Grace	Language added to reflect new services

	Period.	
Section 5.5.1(a)	*Delete*. If a Registered ~~Name~~ Item 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 set forth on Exhibit A to the Registry-Registrar Agreement for excess deletes during the *Add Grace Period*. The Registered ~~Name~~ Item is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.~~8~~6 for a description of overlapping grace period exceptions.	Language modified to appropriately reflect broader scope of registered .NAME items Updated cross reference
Section 5.5.1(b)	~~*Excess Deletes*. An Excess Deletion Fee may be charged pursuant to Appendix 8, Exhibit A of the Registry Agreement when the number of deleted registrations within the five-day add grace period is in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over a relevant time period as determined by the Registry Operator.~~	Section deleted as superseded by the Add Grace Period (AGP) Limits Policy
Section 5.5.2(a)	*Delete.* If a Registered ~~Name~~Item 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~~ A Registered Name ~~is deleted from the Registry database and is~~ immediately ~~available for registration by any Registrar~~goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8~~5.6~~ for a description of overlapping grace period exceptions.	Language modified to reflect new services
Section 5.5.3(a)	*Delete.* If a Registered ~~Name~~Item 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 Registered Name ~~is deleted from the Registry database and is~~ immediately ~~available for registration by any Registrar~~goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8~~5.6~~ for a description of overlapping grace period exceptions.	Language modified to reflect new services
Section 5.5.4(a)	*Delete.* If a Registered ~~Name~~Item is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The Registered Name ~~is deleted from the Registry database and is~~ immediately ~~available for registration by any Registrar~~goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8~~5.6~~ for a description of overlapping grace period exceptions.	Language modified to reflect new services

Section 5.6 [New]	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.	Language added to reflect new services
Section 5.7 [New]	Redemption Grace Period A Registered Name is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a Registered Name that is not within the Add Grace Period. A Registered Item that is in REDEMPTIONPERIOD status will not be included in the zone file. A registrar cannot modify or purge a Registered Name in REDEMPTIONPERIOD status. The only action a registrar can take on a Registered Item in REDEMPTIONPERIOD is to request that it be restored. Any other registrar requests to modify or otherwise update the Registered Name will be rejected. Unless restored, the Registered Item will be held in REDEMPTIONPERIOD status for a specified number of calendar days. The current length of this Redemption Period is 30 calendar days.	Language added to reflect new services
Section 5.9.2	Pending Delete Period A ~~domain name~~Registered Name is placed in PENDING DELETE status if it ~~is deleted outside any applicable grace periods~~has not been restored during the Redemption Grace Period. A Registered ~~Name~~Item that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a Registered ~~Name~~Item in PENDING DELETE status will be rejected. A Registered ~~Name~~Item 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 (5) calendar days.	Language modified to appropriately reflect broader scope of registered .NAME items and to reflect new services
Section 6	**Nameserver functional specifications** Nameserver operations for the Registry TLD shall comply with RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966 published by the Internet Engineering Task Force ("IETF") and/or any successor standards, versions, modifications or additions thereto.~~Nameserver operations for the Registry TLD shall comply with RFCs 1034, 1035, and 2182.~~ Within eighteen (18) months of the Effective Date, Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and the parties agree that best practices described in RFC 4641 and its successors are recommended but not mandatory. If Registry Operator	Language updated to update references to RFCs and reflects DNSSEC, IPv6 and IDNA 2008 implementations and the prohibition on Universal Wildcard Functions.

	implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in the "DPS-framework" (currently in draft format, see http://tools.ietf.org/html/draft-ietf-dnsop-dnssec-dps-framework) within 180 days after the "DPS-framework" becomes an RFC. Within eighteen (18) months of the Effective Date, Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry Operator is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance but this provision shall not apply to 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. If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 3492, 5890, 5891, 5892, 5893, 5894 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.	
Section 7	The email forwarding service will be operated as an SMTP service accepting standard email on TCP port 25, and forwarding to the account specified during registration of or subsequent updates to the	Proposed removal of functional

	registration. The Registry operator reserves the right to limit the maximum accepted size of email and also the number of emails forwarded per account to ensure service quality. The operator may also undertake other necessary actions needed to ensure the stable operation of the service. This could include, but is not limited to deferring and blocking incoming connections and data. The Registry operator may introduce concepts such as SenderID, SPF and other systems into the email solution. The Registry will issue an advisory statement to Registrars seven days in advance of implementation. ~~The Registry will continue to operate family pages for the shared second levels in the Registry.~~	specification due to lack of demand
Section 8	**Patch, update, and upgrade policy** Registry Operator may issue periodic patches, updates or upgrades to the Software, 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~~ Section 8~~5~~ of Appendix 7, the following terms have the associated meanings set forth herein. • 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. • 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. • 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 left of the decimal point in the version number of the Licensed Product. • 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.	Clarifying language added

	* 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 both inside and outside scheduled and announced Shared Registration System maintenance periods. For Updates (where client changes are not required), Registry Operator will give each registrar notice prior to deploying the Updates into the production environment. The notice shall be at least thirty (30) days. For Updates (where client changes are required) and Upgrades, Registry Operator will give each registrar notice prior to deploying the Update or Upgrade 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 or any other kind of excessive load where the Registry Operator's systems are rendered inaccessible or degraded by being subject to, without limitation: • Excessive levels of data traffic • Unauthorized traffic; or • Data traffic not conforming to the protocols used by the Registry	
Section 9	~~9 **Performance Specifications**~~ ~~Registry Operator shall use commercially reasonable efforts to provide Registry Services for the Registry TLD. The Performance Specifications, defined below, provide a means to measure Registry Operator's delivery of Registry Services and, when applicable, allow for calculation of the SLA Credit payable to ICANN-Accredited Registrars pursuant to Appendix 10 of the Registry Agreement.~~ ~~9.1 Conventions The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT",~~	Language modified to reflect adoption of new GTLD SLAs in Appendix 10

		~~"RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.~~ ~~9.2 Definitions Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.~~ ~~9.3 "Claim Month" means the calendar month when SRS Unavailability occurred, for which the ICANN-Accredited Registrar can claim SLA Credit.~~ ~~9.4 "Core Internet Service Failure" refers to an extraordinary and identifiable event beyond the control of Registry Operator affecting the Internet services to be measured pursuant to Section 2 of Nameserver Availability and Performance Measurements in Exhibit A of this Appendix. Such events include but are not limited to congestion collapse, partitioning, power grid failures, and routing failures.~~ ~~9.5 "Current Pricing Level" refers to prices charged for Registry Services as provided in the Registry Agreement.~~ ~~9.6 "DNS Service" shall mean the Nameserver service made available on TCP/UDP port 53 on selected servers.~~ ~~9.7 "ICANN-Accredited Registrar," as used in this Appendix, refers to an "ICANN-Accredited Registrar" that has a Registry-Registrar Agreement in effect with Registry Operator.~~ ~~9.8 "Monthly Timeframe" shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).~~ ~~9.9 "Performance Specifications" refers to a description of the functional attributes of a particular system or service. The attributes outlined in a Performance Specification are measurable."Planned Outage" means the periodic pre-announced occurrences when the SRS Service will be stopped for maintenance or care. Planned Outages will be published at least one week in advance to the Registrar Community in the form of an email to each ICANN-Accredited Registrar. Planned Outages will be scheduled only during the following window period of time each week, 0000 –~~	

		0900 GMT on Sunday (the "Planned Outage Period"). The beginning of this Planned Outage Period may be changed from time to time by the Registry Operator, in its sole discretion, upon prior notice to each ICANN-Accredited Registrar. Planned Outages will not exceed 4 hours/per calendar week beginning at 1200 GMT Monday nor total more than 8 hours/per month. Notwithstanding the foregoing, Registry Operator may incur one (1) additional Planned Outage of up to 12 hours in duration during the Planned Outage Period and the immediately following three hours for major systems or software upgrades ("Extended Planned Outages"). These Extended Planned Outages represent total allowed Planned Outages for the month. 9.10 "Registrar Community" refers to all "ICANN-Accredited Registrars" as that term is defined for purposes of this Appendix. 9.11 "Round-trip" means the amount of measured time that it takes for a reference query to make a complete trip from the sampling agent, to the service being tested and back again. Usually measured in milliseconds. 9.12 "SLA" means the Service Level Agreement between Registry Operator and ICANN-Accredited Registrar attached as Appendix 10 to the Registry Agreement. 9.13 "SLA Credit" means those credits available to the ICANN-Accredited Registrar pursuant to the SLA. 9.14 "SRS Service" shall mean the service accessible to the ICANN-Accredited Registrar for operating on the main registry data store using the defined protocol (EPP) for Registry-Registrar interaction. It does not include WWW, FTP, SCP or other services not associated directly with adding, deleting or modifying domain names. 9.15 "SRS Availability" means when the SRS Service is operational and predictably responding in a commercially reasonable manner. By definition, this does not include Planned Outages or Extended Planned Outages. System Availability will be monitored and recorded by the Registry Operator. The following formula shall be used for calculating SRS Availability: A = 100*((TA-UDT)/TA)	

		A = SRS Availability in percent *UDT = Unplanned Downtime in hours for the Monthly Timeframe* *TA = Time available in hours for the Monthly Timeframe* 9.15.1 The following periods will not be included in calculating SRS Availability: 9.15.1.1.1 All periods of SRS Unavailability that result from the effects of scheduled service maintenance; 9.15.1.1.2 All periods of SRS Unavailability that result from events locally at the ICANN-Accredited Registrar, or events outside of Registry Operator's control; and 9.15.1.1.3 All periods of SRS Unavailability that result from events that can be classified as malicious attacks, such as denial of service ("DoS") attacks. 9.16 "SRS Unavailability" means when, as a result of a failure of systems within the Registry Operator's control, the ICANN-Accredited Registrar is unable to either: 9.16.1 establish a session with the SRS gateway which shall be defined as: 9.16.1.1.1 successfully completing a TCP session start; 9.16.1.1.2 successfully completing the SSL authentication handshake; and 9.16.1.1.3 successfully completing the extensible provisioning protocol ("EPP") session command. 9.16.2 Execute a 3 second average round trip for 95% of the EPP check domain commands and/or less than 5 second average round trip for 95% of the EPP add domain commands, from the SRS gateway,	

through the SRS system, back to the SRS gateway as measured during each Monthly Timeframe.

9.17 "System Services" shall mean the list of services provided in Section 3 - System Services.

9.18 "Transaction" shall mean completion of a defined SRS command.

9.19 "Unplanned Downtime" shall mean all of the following:

9.19.1 The amount of time recorded between a trouble ticket first being opened by the Registry Operator in response to an ICANN-Accredited Registrar's claim of SRS Unavailability for that ICANN-Accredited Registrar through the time when the ICANN-Accredited Registrar and Registry Operator 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 ICANN-Accredited Registrars impacted by the outage as evidenced by their submission of an SLA claim;

9.19.2 The amount of time recorded between a trouble ticket first being opened by the Registry Operator in the event SRS Unavailability that affects all ICANN-Accredited Registrars through the time when the Registry Operator resolves the problem with a final fix or a temporary work around, and the trouble ticket is closed;

9.19.3 The amount of time the Planned Outage exceeds the limits established in Subsection 9.10 above; and

9.19.4 The amount of time that the Planned Outage time occurs outside the window of time established in Subsection 2.8 above.

9.20 "Whois Service" shall mean the information service made available on TCP port 43 on selected

<table>
<tr><td></td><td>servers.</td><td></td></tr>
<tr><td>Section 10</td><td>10 System Services

The following table lists the System Services for which availability and performance requirements are established. System Services shall meet the availability and performance levels described in Section 11.

<table><tr><th>System Service</th><th>SLA</th><th>ICANN</th></tr><tr><td>DNS Service</td><td>-</td><td>X</td></tr><tr><td>SRS Service</td><td>X</td><td>X</td></tr><tr><td>Whois Service</td><td>-</td><td>X</td></tr></table></td><td>Section removed to reflect incorporation of new GTLD SLAs in Appendix 10</td></tr>
<tr><td>Section 11.</td><td>11 Service Levels (Availability and Performance)

11.1 DNS Service. Registry Operator considers the DNS Service to be the most critical service of the Registry, and will ensure that unavailability times are kept to an absolute minimum.

11.1.1 DNS Service Availability = 99.999%. Registry Operator will provide the above-referenced DNS Service Availability. Registry Operator will log DNS Service unavailability: (a) when such unavailability is detected by the monitoring tools described in Exhibit A , or (b) once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.999% measured on a monthly basis..

11.1.2 Performance Level. At any time, each nameserver (including a cluster of nameservers addressed at a shared IP address) MUST be able to handle a load of queries for DNS data that is three times the measured daily peak (averaged over the Monthly Timeframe) of such request on the most loaded nameserver.

11.1.3 Response Time. The DNS Service will meet the Cross-Network Nameserver Performance Requirements described in 15.2.</td><td>Language modified to reflect incorporation of new GTLD SLAs in Appendix 10</td></tr>
</table>

	11.2 SRS Service. Registry Operator provides built-in redundancy into the SRS Service. Such redundancy will ensure that SRS Unavailability is kept to an absolute minimum. 11.2.1 SRS Service Availability = 99.4%. Registry Operator will provide the above-referenced SRS Service Availability. Registry Operator will log SRS Unavailability once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.4% measured on a monthly basis. 11.2.2 Performance Level. The Registry Operator will, on average, be capable of processing 40 Transactions per second. 11.2.3 Response Time. The SRS Service will have a worst-case response time of 3 seconds, not including network delays, before it will be considered Unavailable. 11.3 Whois Service. Registry Operator provides built-in redundancy into the Whois Service. Such redundancy will ensure that unavailability of the Whois Service is kept to an absolute minimum. 11.3.1 Whois Service Availability = 99.4%. Registry Operator will provide the above-referenced Whois Service Availability for port 43. Registry Operator will log Whois Service unavailability: (a) when such unavailability is detected by the monitoring tools described in Exhibit A, or (b) once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.4% measured on a monthly basis. 11.3.2 Response Times. The port 43 Whois Service will have a worst-case response time of 1.5 seconds, not including network delays, before it will be considered unavailable.	

Section 12	~~12. Measurement~~ ~~Registry Operator will monitor the Service Levels in Section 11 in accordance with the following principles.~~ ~~*12.1 SRS Service/Component Monitoring*: The Registry operator will monitor the SRS service remotely using proprietary software developed in-house, and will in addition use protocol server logs to verify the results.~~	Section removed to reflect incorporation of new GTLD SLAs in Appendix 10
Section 13	~~13. Responsibilities Of The Parties~~ ~~13.1 Except in the case of nameserver performance requirements, Registry Operator will perform monitoring from internally located systems as a means to verify that the availability and performance measurements of this document are being met.~~ ~~13.2 The Registry Operator will update the Whois Service on a near real time basis. The Registry Operator will notify ICANN-Accredited Registrars in advance when major changes to the Whois Service update schedule occur.~~ ~~13.3 The Registry Operator will initiate the addition, deletion or other modification of DNS zone information to the master DNS server within 5 minutes of a Transaction.~~ ~~13.4 The Registry Operator will provide System Service availability percentages during each Monthly Timeframe as listed in Section 11 – Service Levels (Availability and Performance) to ICANN.~~ ~~13.5 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the SRS Service within 48 hours in the event of Force Majeure. Further, the Registry Operator will make commercially reasonable efforts to restore full functionality of the SRS Service within 72 hours. Outages due to Force Majeure will not be considered Unavailability~~	Section removed to reflect incorporation of new GTLD SLAs in Appendix 10
Section 9.1 [New]	Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) is a registry service available to consenting registrars in the circumstance where one ICANN-accredited registrar purchases, by means of a stock	Language added to reflect availability of BTAPPA registry service

	or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations portfolio in the dot-NAME top-level domain. At least fifteen days before completing a BTAPPA, the losing registrar must provide to all impacted second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship. The notice must include an explanation of how the Whois record will change after the bulk transfer occurs, and customer support and technical contact information of the gaining registrar. If a second and/or third-level domain names, email forwarding addresses and/or Defensive Registration is transferred under the BTAPPA service during any applicable grace period as described in Section 5 above, there is no credit. The expiration dates of transferred registrations are not affected. Second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations in the following statuses at the time of the Transfer Request will not be transferred in a BTAPPA: "pending transfer", "redemption grace period (RGP)", or "pending delete". Second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations that are within the auto-renew grace window are subject to bulk transfer, but Registry Operator may decline to provide a credit for those second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations deleted after the bulk transfer, but prior to the expiration of the auto-renew grace window. Registry Operator has discretion to reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Registry Operator or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.	(contingent on BTAPPA RSEP approval)
Section 10 [New]	Registry Operator and ICANN agree to engage in good faith negotiations at regular intervals (at least once every eighteen months following the Effective Date) regarding possible implementation of new RFCs related to the matters addressed in Appendices 1 (Escrow Specifications), 5 (Whois) and 7 (Technical and Functional Specifications).	Language added addressing process for implementation of new standards
Section 11 [Formerly Section 14]	~~14~~11. Miscellaneous ~~14~~11.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.	Language modified to reflect incorporation of new GTLD SLAs

~~14~~11.2~~-~~The Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.~~Dispute Resolution will be handled pursuant to the terms of Subsection 5 of the Registry Agreement.~~

~~14.3 The following table defines the levels of performance the Registry Operator will adhere to~~:

~~**Performance Specification Description**~~	~~**SRS**~~	~~**Nameserver**~~	~~**Whois**~~
~~Service Availability~~	~~99.4% per month~~	~~99.999% per month across the nameserver constellation~~	~~99.4% per month~~
~~SRS Transaction processing time~~	~~<3 seconds for 95% of the transactions~~	~~N/A~~	~~N/A~~
~~Whois query processing time~~	~~N/A~~	~~N/A~~	~~<1.5 seconds for 95% of the transactions~~
~~Planned Outage Duration~~	~~8 hours per month~~	~~N/A~~	~~8 hours per month~~
~~Planned Outage Timeframe~~	~~0000-0900 GMT Sunday~~	~~N/A~~	~~0000 - 0900 GMT Sunday~~
~~Planned Outage Notification~~	~~7 days~~	~~N/A~~	~~7 days~~
~~Extended Planned Outage Duration~~	~~12 hours per month~~	~~N/A~~	~~12 hours per month~~
~~Extended Planned Outage Timeframe~~	~~0000-0900 GMT Saturday or Sunday~~	~~N/A~~	~~0000-0900 GMT Saturday or Sunday~~

in Appendix 10

Added requirement for 24/7 abuse contact

	~~Cross-Network Nameserver Performance (CNNP)~~	~~N/A~~	~~<300ms RTT and 10% packet loss~~	~~N/A~~	
Section 15	~~15.~~ ~~**Sampling and Testing Schedule**~~ ~~15.1 Monitoring and Testing Tools~~ ~~15.1.1 Internal proprietary monitoring and SLA measurement tools have been developed by the Registry Operator to ensure a consisted and accurate level of monitoring.~~ ~~15.1.2 Other industry standard tools are also utilized for the purpose of monitoring registry systems.~~ ~~15.2 Nameserver Performance Measurements~~ ~~15.2.1 Cross-Network Nameserver Performance Requirements.~~ ~~(a) Nameserver Round-trip time and packet loss from the Internet are important elements of the quality of service provided by the Registry Operator. These characteristics, however, are affected by Internet performance and therefore cannot be closely controlled by Registry Operator. Accordingly, these requirements are not matters subject to Service Level Exceptions and credits under the Service Level Agreement.~~ ~~(b) The committed Performance Specification for cross-network nameserver performance is a measured round-trip time of under 300 ms and measured packet loss of under 10%. Cross-network nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:~~ ~~(c)The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to~~				Section removed to reflect incorporation of new GTLD SLAs in Appendix 10.

		~~each of the .name nameservers and observing the responses from the .name nameservers. (These strings of requests and response are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).~~ ~~(d) Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting ns records for arbitrarily selected .name second-level domains, pre-selected 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 will be noted.~~ ~~(e) To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:~~ ~~(f) The Round-trip time and packet loss from each measurement location to at least one .name nameserver must not exceed the required values.~~ ~~(g) The Round-trip time to each of 75% of the .name nameservers from at least one of the measurement locations must not exceed the required value.~~ ~~(h) The packet loss to each of the .name nameservers from at least one of the measurement locations must not exceed the required value.~~ ~~(i) Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.~~ ~~(j) 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 will be deemed to have failed to meet the cross-~~	

		~~network nameserver performance requirement only if the .name nameservers persistently fail the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.~~ ~~(k) In the event of persistent failure 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.~~ ~~(l) If, following that opportunity to cure, the .name nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem within thirty days after written notice of the continuing failures, Registry Operator will be deemed not to have met its obligations under Subsection 3.3 of the Registry Agreement.~~ ~~(m) Sixty days before the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools 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.~~	

.NAME REGISTRY AGREEMENT –

Appendix 9: Functional and Performance Specifications

	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, ~~GNR~~ Registry Operator shall be free to deploy the following services: • Internationalized Domain Names, in accordance with the letter from Paul Twomey to Geir Rasmussen dated 15 August 2004 (see, http://www.icann.org/correspondence/twomey-to-rasmussen-15aug04.pdf) • Two-character names shall be released by the Registry Operator for third-level registrations and SLD email addresses only (see, http://www.icann.org/minutes/minutes-17jan07.htm "Two Character New Registry Service Proposal from .NAME Registry"	Updated language to reflect assignment of the .NAME Agreement to VeriSign

.NAME REGISTRY AGREEMENT –

Appendix 10: Service Level Agreement

Title	Appendix 10: ~~Service Level Agreement~~Registry Performance Specifications (~~15 August 2007~~_____)	Title modified to reflect incorporation of new GTLD SLAs Placeholder for new date
Section 1	1 **~~Definitions – Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Appendix 7 to the Registry Agreement~~.** **Performance Specifications** The Performance Specifications, defined below, shall apply solely to registered domain names and shall be implemented within eighteen (18) months of the Effective Date. The Performance Specifications will provide a means to measure Registry Operator's delivery of Registry Services. Until such time as the Performance Specifications defined below are implemented, Registry Operator shall continue to meet the availability and performance requirements set forth in Appendix 7 and Appendix 10 of the.NAME Registry Agreement as in effect immediately prior to the Effective Date. 1.1 Conventions The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119. 1.2 Definitions Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement. 1.3 "DNS Service" refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs. 1.4 “EPP” refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs. 1.5 "ICANN-Accredited Registrar," as used in this Appendix, refers to an "ICANN-Accredited Registrar" that has a Registry-Registrar Agreement in effect with Registry Operator. 1.6 “IP address” refers to IPv4 or IPv6 addresses	Section revised to reflect incorporation of new GTLD SLAs

<table>
<tr>
<td></td>
<td>without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.7 "Performance Specifications" refers to a description of the functional attributes of a particular system or service. The attributes outlined in a Performance Specification are measurable.

1.8 “Probes” refers to network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.9 "Round-Trip-Time" or “RTT” refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.10 “SLR” or “Service Level Requirement” is the level of service expected for a certain parameter being measured in a SLA

1.11 "Whois Service" shall mean the information service made available via the Web-based Whois Service and on TCP port 43 on selected servers.</td>
<td></td>
</tr>
<tr>
<td>Section 2</td>
<td><s>Credits</s>Service Level Agreement Matrix

<table>
<tr><th></th><th>Parameter</th><th>SLR (monthly basis)</th></tr>
<tr><td rowspan="4">DNS</td><td>DNS service availability</td><td>0 min downtime = 100% availability</td></tr>
<tr><td>DNS name server availability</td><td>≤ 432 min of downtime (≈ 99%)</td></tr>
<tr><td>TCP DNS resolution RTT</td><td>≤ 1500 ms, for at least 95% of the queries</td></tr>
<tr><td>UDP DNS resolution RTT</td><td>≤ 500 ms, for at least 95% of the queries</td></tr>
</table>
</td>
<td>Section revised to reflect incorporation of new GTLD SLAs</td>
</tr>
</table>

	DNS update time	≤ 60 min, for at least 95% of the probes
Whois	Whois availability	≤ 864 min of downtime (≈ 98%)
	Whois query RTT	≤ 2000 ms, for at least 95% of the queries
	Whois update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

~~**2.1 Calculation of SLA Credit** If SRS Availability is less than the specified service level as defined in Appendix 7 to the Registry Agreement, then ICANN-Accredited Registrars connected to, and actively operating on, the SRS Service by adding domains in the Claim Month will be entitled to an SLA Credit. The SLA Credit will be calculated in the following way:~~

$$C = (N * R * \frac{(S - A)}{100}) * 5\%$$ ~~, for S > A~~

~~Where:~~

~~*C = Calculated compensation in US dollars*~~
~~*N = Number of new domain name registrations by claiming Registra*~~

	~~*during the Claim Month*~~ ~~*R = Current Pricing Level for a domain name in US dollars*~~ ~~*S = Agreed service level during the Claim Month in percentage*~~ ~~*A = Availability of service during the Claim Month in percentage*~~ ~~Example of SLA Credit Calculation:~~ ~~Registry Operator records a service level exception across a Claim Month of 25 minutes beyond the time periods contemplated by the SLA. Assuming the Claim Month had 30 days, the Claim Month will contain a total of 43,200 minutes. The 25 minute service level exception equates to 25/43,200 = 0.058% downtime. For purposes of this example, the current pricing level is assumed to be $5.25 and the total number of new domain name registrations by the claiming registrar is 50,000. Thus:~~ ~~*N = 50,000*~~ ~~*R = $5.25*~~ ~~*S = 99.4% (the agreed SRS Availability)*~~ ~~*A = 99.342% (99.4% - 0.058%)*~~ $C = (50{,}000 * 5.25 * \frac{(99.4 - 99.342)}{100}) * 5\%$ ~~*C = US $7.61*~~ ~~4.1.1 Under no circumstances shall Registry Operator issue SLA Credits when the availability problems are caused by network providers, congestion collapse, partitioning, power grid failures, routing failures, major public infrastructure collapse or the systems of the individual ICANN-Accredited Registrars.~~ ~~2.2 Registry Operator will not attempt to discern what discount levels were in effect at the time the specific time of the service level exception, but rather use the then-current discount level. All SLA Credit will be paid, including the appropriate discounts and rate levels, according to the then-current rate schedule.~~	
Section 3	~~**Submission of Claim for SLA Credit**~~ Service Levels (Availability and Performance) ~~In order for ICANN-Accredited Registrars to claim SLA Credit, the following procedure must be followed:~~ ~~3.1 The ICANN-Accredited Registrar must submit any claims for credits for any particular Claim Month to Registry Operator by fax within 7 days of the end of the Claim Month. Such claims must~~	Section revised to reflect incorporation of new GTLD SLAs

~~include the ICANN-Accredited Registrar's calculation of SRS Unavailability.~~

~~3.2 Credits can only be claimed by ICANN-Accredited Registrars that were connected to and actively operating on the SRS Service by adding domain name registrations in the Claim Month.~~

~~3.3 SLA Credit will only be given for periods of SRS Unavailability that have been reported as outlined in Section 8.1 below.~~

3.1 DNS Service.

3.1.1 DNS Service Availability. DNS Service Availability refers to the ability of the group of listed-as-authoritative name servers of a particular registered domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "DNS tests" to each of their public-DNS registered "IP addresses" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable

3.1.2 DNS name server availability. Refers to the ability of a public-DNS registered "IP address" of a particular name server listed as authoritative for a registered domain name, to answer DNS queries from an Internet user. All the public DNS-registered "IP address" of all name servers of the registered domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "DNS tests" to a name server "IP address" during a given time, the name server "IP address" will be considered unavailable.

3.1.3 UDP DNS resolution RTT. Refers to the RTT of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the RTT is 5

		times greater than the time specified in the relevant SLR, the RTT will be considered undefined. 3.1.4 TCP DNS resolution RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined. 3.1.5 DNS resolution RTT. Refers to either "UDP DNS resolution RTT" or "TCP DNS resolution RTT". 3.1.6 DNS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a registered domain name, until the name servers of the parent domain name answer "DNS queries" with data consistent with the change made. This only applies for changes to DNS information. 3.1.7 DNS test. Means one non-recursive DNS query sent to a particular "IP address" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "DNS resolution RTT" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "DNS resolution RTT" or, undefined/unanswered. 3.1.8 Measuring DNS parameters. Every minute, every DNS probe will make an	

		UDP or TCP “DNS test” to each of the public-DNS registered “IP addresses” of the name servers of the registered domain name being monitored. If a “DNS test” result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test. 3.1.9 Collating the results from DNS probes. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs. 3.1.10 Distribution of UDP and TCP queries. DNS probes will send UDP or TCP “DNS test” approximating the distribution of these queries. 3.1.11 Placement of DNS probes. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links. 3.2 Whois Service. 3.2.1 Whois Service Availability. Whois Service Availability refers to the ability of all the Whois services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the Whois testing probes see any of the Whois services as unavailable during a given time, the Whois Service will be considered unavailable. 3.2.2 WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS	

		response. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined. 3.2.3 Web-based-WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined. 3.2.4 Whois query RTT. Refers to the collective of "WHOIS query RTT" and "Web-based-WHOIS query RTT". 3.2.5 Whois update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a registered domain name, host or contact, up until the servers of the Whois services reflect the changes made. 3.2.6 Whois test. Means one query sent to a particular "IP address" of one of the servers of one of the Whois services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an RTT 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an Whois test are: a number in milliseconds corresponding to the RTT or undefined/unanswered. 3.2.7 Measuring Whois parameters. Every 5 minutes, Whois probes will select one IP address from all the public-DNS registered "IP addresses" of the servers for each Whois service of the TLD being monitored and make an "Whois test" to each one. If an "Whois test" result is undefined/unanswered, the	

corresponding Whois service will be considered as unavailable from that probe until it is time to make a new test.

3.2.8 Collating the results from Whois probes. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.2.9 Placement of Whois probes. Probes for measuring Whois parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

3.3 EPP Service.

3.3.1 EPP Service Availability. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "EPP command RTT" 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

3.3.2 EPP session-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the RTT is 5 times or more the corresponding SLR,

		the RTT will be considered undefined. 3.3.3 EPP query-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined. 3.3.4 EPP transform-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the RTT is 5 times or more the corresponding SLR, the RTT will be considered undefined. 3.3.5 EPP command RTT. Refers to "EPP session-command RTT", "EPP query-command RTT" or "EPP transform-command RTT". 3.3.6 EPP test. Means one EPP command sent to a particular "IP address" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "EPP command RTT" or undefined/unanswered. 3.3.7 Measuring EPP parameters. Every 5 minutes, EPP probes will select one "IP address" of the EPP servers of the TLD being monitored and make an "EPP test"; every time they should alternate	

	between the 3 different types of commands and between the commands inside each category. If an "EPP test" result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test. 3.3.8 Collating the results from EPP probes. The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs. 3.3.9 Placement of EPP probes. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.	
Section 4	4 Emergency Escalation 4.1 Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements. 4.1 Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times. ~~Validation of Claim - Registry Operator will confirm the validity of~~	Language modified to reflect incorporation of new GTLD SLAs

	~~SLA Credit application.~~	
Section 5	5 Covenants of Performance Measurement 5.1 No interference. Registry Operator shall not interfere with measurement Probes, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would do with any other request from Internet users (for DNS and Whois) or registrars (for EPP). 5.2 ICANN testing registrar. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the SLRs described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement. ~~Credits - The total amount of SLA Credit, across all ICANN-Accredited Registrars, issued by Registry Operator for a Claim Month shall not exceed 5% of Registry Operator's previous Monthly Timeframe's revenue from domain name registrations eligible for SLA Credits. The total amount of SLA Credits, across all ICANN-Accredited Registrars, given by the Registry Operator in a given calendar quarter shall not exceed 5% of the previous calendar quarter's revenue as generated by domain name registrations eligible for a SLA Credit.~~	Language modified to reflect incorporation of new GTLD SLAs
Section 6	6 Responsibilities Of The Parties 6.1 Registry Operator shall not be liable to ICANN or ICANN-Accredited Registrars for any credits or penalties or be deemed to be in breach of any of its obligations under the Registry Agreement if it fails to meet a Performance Specification as a result of its compliance with any Consensus Policy established after the Effective Date to the extent and for so long as the failure to meet a Performance Specification is unavoidable by commercially reasonable efforts due to Registry Operator's	Language conforming to .NET Registry Agreement added to clarify scope of liability as a result of compliance with a Consensus Policy

	compliance with such Consensus Policy. ~~Payment of Credits - SLA Credits claimed and validated, as outlined in Section 4 above, will be given to the ICANN-Accredited Registrar by applying them to the ICANN-Accredited Registrar's prepaid account if such account exists. If no such prepaid account exists, then the SLA Credits shall issue as otherwise agreed between the parties and in accordance with Section 8.8 below.~~	Language modified to reflect incorporation of new GTLD SLAs
Section 7	~~Appeal of Credits - If the ICANN-Accredited Registrar has a dispute with regards to the accuracy of the payment of SLA Credit, as outlined in Section 2, the following procedures will apply:~~ ~~7.1 The ICANN-Accredited Registrar may, within 7 days of the Registry Operator validating the claim, send in a request for a review of the calculation. Such request must clearly state the reason for the request.~~ ~~7.2 The request will be assessed and returned with a response within 7 business days.~~ ~~7.3 If the calculation is not revised to the satisfaction of the ICANN-Accredited Registrar, the ICANN-Accredited Registrar may request that the matter be referred to Registry Operator's Compliance Manager. The Compliance Manager will then use reasonable efforts to establish the ICANN-Accredited Registrar's grounds for the complaint.~~	Section removed to reflect incorporation of new GTLD SLAs
Section 8	~~Obligations~~ ~~8.1 The affected ICANN-Accredited Registrar must assist the Registry Operator by reporting each occurrence of alleged SRS Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator in order for an occurrence to be treated as SRS Unavailability for purposes of the SLA. Registry Operator will treat all SRS Unavailability problems equally and fix them within a commercially reasonable period of time; however, Registry Operator reserves the right to prioritize the order according to problem severity.~~ ~~8.2 In the event that all ICANN-Accredited Registrars are affected by SRS Unavailability, Registry Operator is responsible for opening a blanket trouble ticket and using commercially reasonable efforts to notify the ICANN-Accredited Registrars of the trouble ticket number and details.~~ ~~8.3 Both ICANN-Accredited Registrars and Registry Operator must use commercially reasonable good faith efforts to establish the cause of any SRS Unavailability. If it is mutually determined to be a Registry Operator problem,~~	Section removed to reflect incorporation of new GTLD SLAs

	~~the incident will become part of the Unplanned Outage Time.~~ ~~8.4 Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.~~ ~~8.5 ICANN-Accredited Registrars must inform Registry Operator any time their estimated volume of transactions (excluding check domain commands), will exceed their previous month's volume by more than 25%. In the event that an ICANN-Accredited Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more and the ICANN-Accredited Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions added by the Registry Operator for all ICANN-Accredited Registrars for that month exceed the Registry Operator's actual volume of the previous month's transactions by more than 20%, then the ICANN-Accredited Registrar(s) failing to give such notice will not be eligible for any SLA Credit in that Monthly Timeframe. ICANN-Accredited Registrars shall provide their forecasts at least 30 days prior to the first day of the next applicable month. In addition, Registry Operator agrees to provide ICANN-Accredited Registrars with monthly transaction summary reports.~~ ~~8.6 Registry Operator will notify ICANN-Accredited Registrar of Planned Outages outside the Planned Outage period at least 7 days in advance of such planned outage. In addition, Registry Operator will use commercially reasonable and good faith efforts to maintain an accurate 30 day advance schedule of possible upcoming Planned Outages.~~ ~~8.7 Registry Operator will use commercially reasonable efforts to restore the critical systems of the SRS Service within 48 hours in the event of a Force Majeure and will use commercially reasonable efforts to restore full SRS Service functionality within 72 hours. Outages due to a Force Majeure will not be considered as SRS Unavailability.~~ ~~8.8 The SLA will be reconciled, and SLA Credits will be issued, on a quarterly basis.~~ ~~8.9 The ICANN-Accredited Registrars, as a group, may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance and availability. The frequency of these audits will be no more than once every six month period~~	

	~~during the term of the Registry-Registrar Agreement.~~ ~~8.10 Registry Operator will initiate the addition, deletion or other modification of DNS zone information to the master DNS server within 5 minutes of a Transaction. Registry Operator will notify ICANN-Accredited Registrars regarding any scheduled maintenance and unavailability of the TLD root-servers. Registry Operator will use reasonable efforts to notify ICANN-Accredited Registrars in advance when changes to the schedule occur.~~ ~~8.11 Registry Operator will provide SRS Availability percentages during each Monthly Timeframe as listed in Appendix 7 Section 11 - Service Levels.~~ ~~8.12 Registry Operator will update the Whois Service pursuant to the procedures and timelines described in Appendix 7 of the Registry Agreement. Registry Operator will notify ICANN-Accredited Registrars in advance when changes to the Whois Service update schedule occur.~~	
Section 7 [previously Section 9]	Miscellaneous ~~9~~7.1 This Appendix is not intended to replace any term or condition in the Registry-Registrar Agreement. ~~9.2 Dispute Resolution will be handled pursuant to the arbitration provisions of the Registry-Registrar Agreement.~~	Section revised to reflect incorporation of new GTLD SLAs

.NAME REGISTRY AGREEMENT –

Appendix 11: Registration Restrictions

Title	(~~25 March 2011~~_____)	Placeholder for new date
Section 1(c)	Defensive Registrations: Defensive Registrations in the .name TLD will be registered as Standard or Premium, in the following formats: 1. Premium Defensive Registration: string 2. Standard Defensive Registration: string.string,	Updated out-of-date language

	(where “string” is any allowed set of characters allowed). ~~(c) Defensive Registrations. Second-level Defensive Registrations consist of a wildcard for the third-level label, a valid second-level label, and the top-level label .name, in the format example.<Defensive Registration>.name (where "example" is any allowed set of allowed characters).Third-level Defensive Registrations consist of a valid third-level label, a wildcard for the second-level label, and the top-level label .name, in the format <Defensive Registration>.example.name, ,where "example" is any set of characters allowed. Combined second- and third-level Defensive Registrations follow the format requirements for registered domain names.~~	
Section 1(e)	~~(e) Prohibited Third-Level Labels. The following words and strings may not be registered as (i) the third level domain name in a domain name registration, (ii) the user name in an SLD E-mail registration, or (iii) the third level of a Defensive Registration: dir, directory, email, genealogy, http, mail, mx, mx[followed by a number from 0 to 100], ns, ns[followed by a number from 0 to 100], wap, www and www[followed by a number from 0 to 100]. However, names having third-level labels that include any of the foregoing words and strings may be registered, such as dirk.smith.name.~~	Language deleted as duplicative of Appendix 6, Section E.
Section 2(b)(iii)	Additional Characters. In registering a Personal Name Registration, registrants may add numeric characters to the beginning, within or the end of their Personal Name so as to differentiate it from other Personal Names. For example, in the event that John Smith unsuccessfully attempts to register john.smith.name, he may seek to register an alternative, such as john.smith1955.name or john1955.smith.name. If John Smith unsuccessfully attempts to register johnsmith.name, he may seek to register an alternative, such as jsmith.name or jsmith3nd.name.	Added language clarifying the ability to add numeric characters within a Personal Name.
Section 3(a)	~~(a) Phase I and Phase II Defensive Registrations. Defensive Registrations may be registered in two phases. Defensive Registrations registered during the first phase are referred to hereafter as "Phase I Defensive Registrations" and Defensive Registrations registered during the second phase are hereafter referred to as "Phase II Defensive Registrations." For the purposes of this Appendix, "Defensive Registrations" means, collectively, Phase I Defensive Registrations and Phase II Defensive Registrations~~	Modified to remove obsolete language

Section 3(b)	~~(b) Phase I Defensive Registrations Eligibility Requirements.~~ ~~(i) Phase I Defensive Registrations may only be made for strings that are identical to the textual or word elements, using ASCII characters only, of valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. Only the owner of such a trademark or service mark registration may register a Defensive Registration on that trademark or service mark. Trademark or service mark registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.~~ ~~(ii) Where there is a space between the textual elements of a registered mark, the Phase I Defensive Registration registrant (a "Phase I Defensive Registrant") may elect at its discretion to replace the space with a hyphen, combine the elements together to form a continuous string, or register the mark as a combined second and third level Defensive Registration. Where there are multiple spaces between three or more textual elements of a registered mark, the foregoing sentence applies to each such space. However, where a registered mark is registered as a combined second and third level Defensive Registration, the delineation between the second and third levels must correspond to a space between the textual elements of the mark.~~ ~~Thus, for example, the registered mark "Sample Mark" could be registered as any or all of the following:~~ ~~(1) *<any string>.samplemark.name;*~~ ~~(2) *<any string>.sample-mark.name;*~~ ~~(3) *samplemark.<any string>.name;*~~ ~~(4) *sample-mark.<any string>.name;*~~ ~~(5) *samplemark.samplemark.name;*~~ ~~(6) *sample-mark.samplemark.name;*~~ ~~(7) *samplemark.sample-mark.name;*~~	Modified to remove obsolete language

	~~(8) *sample-mark.sample-mark.name;* or~~ ~~(9) *sample.mark.name.*~~ ~~Phase I Defensive Registrations in formats 5-8 above must use the same registered mark for both the second and third levels.~~ ~~However, such mark could not be registered as, for example, sam.plemark.name during the Phase I Defensive Registration period. Such a registration may be made as a Phase II Defensive Registration, as described below.~~ ~~(iii) In addition to the information provided by all Defensive Registration registrants (each a "Defensive Registrant") as described in Section 2(d)(iii), the Phase I Defensive Registrant must also provide (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority.~~ ~~(iv) Neither the Registry Operator nor the ICANN-Accredited Registrars will review the information provided by the Phase I Defensive Registrant prior to issuing a Phase I Defensive Registration.~~ ~~(v) Phase I Defensive Registrations may not be transferred, except in connection with a transfer of the underlying trademark or service mark registration.~~ ~~(vi) A Phase I Defensive Registration may not be converted into a Phase II Defensive Registration.~~	
Section 3(a) [formerly Section 3(c)]	~~Phase II~~ Defensive Registrations Eligibility Requirements. ~~Phase II~~ Defensive Registrations may be requested by any entity for any string or combination of strings.	Modified to remove obsolete language
Section 3(b) [formerly Section 3(d)]	Common Defensive Registration Eligibility Requirements. (i) There are ~~three levels~~ two types of Defensive Registrations, each of which is subject to payment of a separate fee as set forth in Appendix 8: (1) ~~Second level~~Premium Defensive Registrations -- in the form of *<string>~~<any string>.<Registration>.name~~*; (2) ~~Third level~~Standard Defensive Registrations -- in the form of	Language modified to update obsolete language

	<string>.<string>~~<Registration>.<any string>.name;~~. ~~(3) Combined second and third level Defensive Registrations – in the form of *<Registration1>.<Registration2>.name*.~~ (ii) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee. (iii) The Defensive Registrant must provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to the Defensive Registration. This contact information will be provided as part of the Whois record for the Defensive Registration, as described in Appendix 5. (iv) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string. Thus, for example, if the domain name *jane.smith.name* has already been registered, then a ~~second level~~ Premium Defensive Registration will not be granted for *smith~~<any string>.smith.name~~*. Similarly, if the SLD E-mail address *jane@smith.name* has already been registered, then a ~~third level~~Premium Defensive registration may not issue for *jane~~.<any string>.name~~*. Similarly, if the domain name jane.smith.name has already been registered, then a ~~second level~~Standard Defensive Registration will not be granted for~~<any string>.~~jane.smith~~.name~~.	
Section 3(c)(iii) [formerly Section 3(e)(iii)]	(iii) If a challenge is successful, then the Defensive Registration will be subject to the procedures described in Subsection 2(~~h~~f) of this Appendix.	Updated cross reference
Section 3(d) [formerly Section 3(f)]	Effect of a Defensive Registration. (i) Defensive Registrations will not resolve within the DNS. (ii~~i~~) A ~~second level~~Premium Defensive Registration will prevent a Personal Name Registration that uses the same string at the second level and the third level. Thus, for example, a ~~second level~~Premium Defensive Registration for ~~example.name~~ "trademark" will prevent a third party from registering the following, where <*> designates any	Language modified to update obsolete language

	combination of characters: (1) the second level domain name: trademark.name (2) any third level domain name of the format: <*>.trademark.name (3) any third level domain name of the format: trademark.<*>.name (4) any SLD Email of the format: <*>@trademark.name (5) any SLD Email of the format: trademark@<*>.name ~~*<any string>.example.name* or *<any string>@example.name*.~~ ~~However, a second level Defensive Registration will not prevent a Personal Name Registration that uses the same string at the third level.~~ ~~Thus, for example, a second level Defensive Registration for *example.name* will not prevent a third party from registering *example.<any string>.name* or *example@<any string>.name* or *example.name*.~~ ~~(iv) A third level Defensive Registration will prevent a Personal Name Registration that uses the same string at the third level.~~ ~~Thus, for example, a third level Defensive Registration for *example.<any string>.name* will prevent a third party from registering *example.<any string>.name* or *example@<any string>.name* or *example.name*.~~ ~~However, a third level Defensive Registration will not prevent a Personal Name Registration that uses the same string at the second level.~~ ~~Thus, for example, a third level Defensive Registration for *example.<any string>.name* will not prevent a third party from registering *<any string>.example.name* or *<any string>@example.name*.~~ (~~v~~iii) A ~~combined second and third level~~Standard Defensive Registration is the most limited type of Defensive Registration in that it will only prevent Personal Name Registrations with the identical combined strings. Thus, for example, a ~~combined second and third level~~Standard Defensive Registration for	

	"sample.mark"~~example1.example2.name~~ will prevent a third party from registering only ~~*example1.example2.name or*~~ : (1) the third level domain name: sample.mark.name; or (2) the SLD Email: sample@mark.name. It will not prevent a third party from registering any of the following: (1) *sample~~example1~~.<any string other than mark~~example2~~>.name or sample~~example1~~@<any string other than mark~~example2~~>.name;* (2) *<any string other than ~~example1~~sample>.~~example2~~mark.name or <any string other than ~~example1~~sample>@~~example2~~mark.name;* or (3) *~~example2~~mark.~~example1~~sample.name or ~~example2~~mark@~~example1~~sample.name;* or (4) ~~example1~~mark.name; or (5) ~~example2~~sample.name (~~vi~~iv) Defensive Registrations prevent only Personal Name Registrations that consist of the identical string at the corresponding level. Personal Name Registrations that only partially match a Defensive Registration will not be prevented. Thus, for example a ~~second level~~Premium Defensive Registration for *example~~.<any string>.name~~* will not prevent a third party from registering *examplestring.<any string>*.name as a Personal Name Registration. (v~~i~~ii) Any registrar that seeks on behalf of its customer to register a Personal Name Registration that is the subject of a Defensive Registration will receive an electronic notice that the domain name and SLD E-mail address are blocked by a Defensive Registration. This notice will also provide contact information for the Defensive Registrant(s). If the person or entity wishes to pursue the Personal Name Registration despite the Defensive Registration, the person or entity will have the following options: (1) seek consent directly from the Defensive Registrant(s), or (2) challenge the Defensive Registration pursuant to the	

	ERDRP.	
Section 3(e)(ii)(6) [formerly Section 3(g)(ii)(6)]	(6) If a Defensive Registrant consents or, in the case of multiple or overlapping Defensive Registrations, all the Defensive Registrants consent, to a Personal Name Registration in accordance with this Subsection, then (i) the person or entity seeking the Personal Name Registration will receive the requested Personal Name Registration, (ii) such consent shall not constitute a successful challenge; (iii) such Defensive Registrant(s) shall not receive a "strike" against the Defensive Registration(s) for the purposes of Subsection 2(~~h~~f)(v)(5) below, and (iv) the Defensive Registration(s) will continue in full force and effect.	Updated cross reference
Section 3(e)(iii)(2) [formerly Section 3(g)(iii)(2)]	(2) If all such Defensive Registrants consent, then the provisions of 2(~~g~~e)(ii)(6) shall apply.	Updated cross reference
Section 3(e)(iii)(4) [formerly Section 3(g)(iii)(4)]	(4) If the ERDRP proceeding is resolved in favor of the challenger, then all of the Defensive Registrants (A) shall be liable to pay a pro rata share of the challenge fee, which will be deducted from the Defensive Registrants' challenge fee paid into escrow, (B) shall receive one "strike" against their Defensive Registrations for the purposes of Subsection 2(f~~h~~)(v)(5) below, (C) the remedies described in Subsections 2(f~~h~~)(v) and 2(f~~h~~)(vi) shall apply.	Updated cross reference
Section 3(e)(iii)(5) [formerly Section 3(g)(iii)(5)]	(5) If the ERDRP proceeding is resolved in favor of the Defensive Registrant(s), then the provisions of Subsection 2(~~h~~f)(vii) shall apply.	Updated cross reference
Section 3(f) [formerly Section 3(h)]	Challenges to Defensive Registrations. (i) A Defensive Registration may be challenged by any person or entity pursuant to the ERDRP. (ii) If a challenger seeks to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, the challenger must name all such Defensive Registrations and Registrant(s) as parties to the ERDRP proceeding. In the event that a challenger decides to seek consent from one Defensive Registrant, the challenger must seek consent from all of the affected Defensive Registrant(s). (iii) Upon the commencement of an ERDRP challenge to a Defensive Registration(s), all Defensive Registrant(s) and the challenger shall pay required challenge fees into escrow, in	Language modified to update obsolete language

	accordance with the procedures described in the ERDRP and any supplemental rules established by a dispute resolution provider. (iv) If any Defensive Registrant does not submit its challenge fee into escrow as required under the ERDRP, then the ICANN-Accredited Registrar sponsoring such Defensive Registration shall cancel that Defensive Registrant's Defensive Registration. Such cancellation shall not affect other Defensive Registrants that have identical or overlapping Defensive Registrations and have paid the required challenge fee into escrow. (v) For all successful challenges to Defensive Registrations: (1) The Defensive Registrant shall receive no refund of the challenge fees paid into escrow for the challenge. (2) The challenger shall receive a refund of the challenge fees paid into escrow for the challenge. (3) The Registry Operator will not refund any registration fees for the Defensive Registration in the event of cancellation. (4) If the challenger meets the Eligibility Requirements, then he, she, or it may request a Personal Name Registration that conflicts with or otherwise would have been blocked by the Defensive Registration. (5) If the challenge was to a ~~second or third level~~Premium Defensive Registration, the Defensive Registration will receive one "strike" and the Defensive Registration will otherwise continue in full force and effect, subject to Subsection 2(f~~h~~)(vi) below, provided that if the Defensive Registrant of ~~either a second level~~ the Premium Defensive Registration ~~or third level Defensive Registration~~ receives three "strikes" against the same Defensive Registration, then the dispute resolution provider shall instruct the ICANN-Accredited Registrar to cancel the Defensive Registration(s). (6) If the challenge was to a ~~combined second and third level~~Standard Defensive Registration, and the challenger meets the Eligibility Requirements, then the dispute resolution provider shall instruct the ICANN-Accredited Registrar sponsoring such Defensive Registration to cancel the Defensive Registration. ~~(vi) In the event of a successful challenge to a particular Phase I Defensive Registration on the basis that the Defensive Registrant did not meet the requirements described in Subsection 2(b) above, then (A) the Phase I Defensive~~	

	~~Registration will be cancelled, and (B) other Phase I Defensive Registrations in the name of the Defensive Registrant shall be reviewed for compliance with the Eligibility Requirements according to Paragraph 5(f)(iii) of the ERDRP.~~ (vii) If a challenge is unsuccessful, then: (1) the Defensive Registration(s) will continue in full force and effect; (2) the challenger will not be permitted to obtain the Personal Name Registration that was blocked by the Defensive Registration or receive a refund of the challenge fees paid into escrow; and (3) the Defensive Registrant will receive a refund of the challenge fees it paid into	