.INFO Agreement Appendix 1
Data Escrow Specification
(TBD)

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix with a Data Escrow Specification equivalent to that of new gTLDs within 90 days after the final Data Escrow Specification has been published as an RFC.

Appendix 1 to the Registry Agreement consists of four of the five exhibits to the Registry Data Escrow Agreement that constitutes Appendix 2 to the Registry Agreement:

Exhibit 1-Schedule for Escrow Deposits

Exhibit 2-Escrow Deposit Format Specification

Exhibit 3-Escrow Transfer Process

Exhibit 4-Escrow Verification Procedures

The fifth exhibit (Exhibit 5) to Appendix 2, which sets forth the escrow agent's fees, is subject to negotiation between Registry Operator and the escrow agent.

Exhibit 1-Schedule for Escrow Deposits

Full Deposit Schedule

Full Deposits shall consist of data that reflects the state of the registry as of 00:00 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) shall not be reflected in the Full Deposit.

Full Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 04:00 UTC on the same Sunday.

Incremental Deposit Schedule

Incremental Deposits shall reflect database transactions made since the most recent Full or Incremental Deposit. Incremental Deposits for Monday shall include transactions completed through 00:00 UTC on that day that had not been committed to the registry database at the time the last Full Deposit was taken. Incremental Deposits on Tuesday through Saturday shall include transactions completed through 00:00 UTC on the day of the deposit that were not reflected in

the immediately prior Incremental Deposit.

Incremental Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 04:00 UTC on the day to which the Incremental Deposit relates.

<h2 style="text-align:center">Exhibit 2-Escrow Deposit Format Specification</h2>

Each Full and Incremental Deposit consists of a series of reports that are concatenated in the Escrow Process.

Full Deposit Contents. The reports involved in a Full Deposit are:

Domain Object Report-This reports on the contents of all domain objects in the registry database.

Host Object Report-This reports on the contents of all host objects in the registry database.

Contact Object Report-This reports on the contents of all contact objects in the registry database.

Registrar Object Report-This reports on the contents of all registrar objects in the registry database.

Incremental Deposit Contents. The report involved in an Incremental Deposit is:

Transaction Report-This reports on the contents of all transaction records included in the Incremental Deposit.

Format of Reports. All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 7 below. Item 2 describes the report container that is common to all reports. Items 3 to 7 describe the structure of the contents of the report container for each of the specific reports.

1. Escape-Character Requirements. In compliance with the XML 1.0 specification, data escrowed using the XML format the following characters in any data elements must be replaced with the corresponding escape sequences listed here:

Character	Escape Sequence
"	"
&	&
'	'
<	<
>	&gt

2. The Report Container. At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Registry TLD ("info"), the report type (domain, host, contact, registrar, or transaction), and database-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="info" report="domain" date="26-Aug-2001 3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}

```
</escrow>
```

3. The Domain Element. The domain element has the attribute "fqdn" (the fully qualified name of the domain) and is a container consisting of the following elements:

a. status: The domain status code. Possible values are: NEW, ACTIVE, INACTIVE, HOLD, LOCK, CLIENT-HOLD, CLIENT-LOCK, PENDING-TRANSFER, PENDING-DELETE

b. period: The registration period in years.

c. owned-by: An identification (the "id" attribute of the registrar element) of the sponsoring registrar of the domain.

d. created-code: A reference to the transaction that created the domain object.

e. created-on: The date/time the domain object was originally created.

f. renewed-on: The date/time the domain was last renewed.

g. updated-by: An identification (the "id" attribute of the registrar element) of the registrar that last updated the domain object.

h. updated-on: The date/time the domain object was last updated.

i. transferred-by: An identification (the "id" attribute of the registrar element) of the registrar that last transferred the domain object.

j. transferred-on: The date/time when the domain object was last transferred.

k. transferred-code: A reference to the transaction that last transferred the domain object.

l. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.

m. contact-id: Up to four (4) contact-ids that reference the contact records for this domain. Contact-id has the attribute "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical or Billing.

n. ds: DS records that represent the secure entry point keys registered for the domain to which the domain object relates. Records will be in standard DS Presentation Format as shown in the example below.

An example domain container appears below:

```
<domain fqdn="example.info">
  <status>ACTIVE</status>
  <period>1</period>
  <owned-by>42</owned-by>
  <created-code>12345678</created-code>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <renewed-on></renewed-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <host>dns1.example.info</host>
  <host>dns2.example.info</host>

<ds>

    <keytag>54135</keytag>
    <algorithm>7</algorithm>
    <digesttype>1</digesttype>
<digest>225F055ACB65C8B60AD18B3640062E8C23A5FD89</digest>
  </ds>
  <ds>
    <keytag>54135</keytag>
    <algorithm>7</algorithm>
    <digesttype>2</digestype>
  <digest>6CDE2DE97F1D07B23134440F19682E7519ADDAE180E20B1B1EC52E7F58B28
31D</digest>
  </ds>
  <ds>
    <keytag>53347</keytag>
```

```
        <algorithm>5</algorithm>
        <digesttype>1</digesttype>
<digest>F4F3248CA668AAA92DB5ABC40EF550F244347B4A</digest>
    </ds>
    <contact-id type="Registrant">1</contact-id>
    <contact-id type="Administrative">2</contact-id>
    <contact-id type="Technical">3</contact-id>
    <contact-id type="Billing">4</contact-id>
</domain>
```

4. The Host Element. The host element has the attribute "fqdn" (the fully qualified name of the host) and is a container consisting of the following elements:

a. owned-by: An identification (the "id" attribute of the registrar element) of the sponsoring registrar of the host.

b. created-code: A reference to the transaction that created the host object.

c. created-on: The date/time the host object was originally created.

d. updated-by: An identification (the "id" attribute of the registrar element) of the registrar that last updated the host object.

e. updated-on: The date/time the host object was last updated.

f. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```
<host fqdn="dns1.example.info">
    <owned-by>42</owned-by>
    <created-code>12345679</created-code>
    <created-on>1-Jul-2001 12:40:32AM</created-on>
    <updated-by>42</updated-by>
    <updated-on>1-Jul-2001 12:40:32AM</updated-on>
    <ip-address>192.168.1.1</ip-address>
</host>
```

5. The Contact Element. The contact element has the attribute "id" and is a container consisting of the following elements:

a. name: The name of the contact.

b. organization: The organization for the contact.

c. Within the "contact" container is a sub-container named "address" with the following

elements:

i. street1: The first part of the street address of the contact.

ii. street2: The second part of the street address of the contact.

iii. city: The name of the city of the contact.

iv. state-province: The name of the state/province of the contact.

v. postal-code: The postal/zip code of the contact.

vi. country: The two-letter ISO 3166 code for the contact's country.

d. voice: The voice phone number of the contact in E164a format.

e. fax: The fax number of the contact in E164a format.

f. email: The e-mail address of the contact.

g. owned-by: An identification (the "id" attribute of the registrar element) of the sponsoring registrar of the contact.

h. created-code: A reference to the transaction that created the contact object.

i. created-on: The date/time the contact object was originally created.

j. updated-by: An identification (the "id" attribute of the registrar element) of the registrar that last updated the contact object.

k. updated-on: The date/time the contact object was last updated.

l. transferred-by: An identification (the "id" attribute of the registrar element) of the registrar that last transferred the contact object.

m. transferred-on: The date/time when the contact object was last transferred.

n. transferred-code: A reference to the transaction that last transferred the contact object.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <address>
    <street1>1234 East 11th Street</street1>
```

```
      <street2></street2>
      <city>New York</city>
      <state-province>NY</state-province>
      <postal-code>12345</postal-code>
      <country>US</country>
   </address>
   <voice>+212.1234567</voice>
   <fax>+212.1234568</fax>
   <email>jdoe@example.info</email>
   <owned-by>42</owned-by>
   <created-code>12345680</created-code>
   <created-on>1-Jul-2001 12:42:22AM</created-on>
   <updated-by>42</updated-by>
   <updated-on>1-Jul-2001 12:42:22AM</updated-on>
   <transferred-by></transferred-by>
   <transferred-on></transferred-on>
   <transferred-code></transferred-code>
</contact>
```

6. The Registrar Element. The registrar element has the attribute "id", which is a unique identifier assigned by the IANA. The registrar element is a container consisting of the following elements:

a. password: The password for the registrar.

b. name: The name of the registrar.

c. status: The registrar status code.

d. contact-id: Any number of contact-id associated with this registrar. Contact-id has the attribute "type" to denote the type of contact. "Type" can be one of: Administrative, Technical or Billing.

An example registrar container appears below:

```
<registrar id="42">
   <password>registrarrus</password>
   <name>Registrar R Us</name>
   <status>ACTIVE</status>
   <contact-id type="Administrative">10</contact-id>
   <contact-id type="Administrative">11</contact-id>
   <contact-id type="Technical">12</contact-id>
   <contact-id type="Technical">13</contact-id>
   <contact-id type="Billing">14</contact-id>
</registrar>
```

7. The Transaction Element. The transaction element has the properties "operation" and "type".

"Operation" can be one of: add, modify or delete. "Type" can be one of: domain, host, contact or registrar. The transaction element is a container consisting of elements from the corresponding "type" element. For example, a transaction element with a "type" of "registrar" will have the same set of elements as a Registrar element. For a "delete" operation, only the object ID is included in the transaction element.

An example transaction container appears below:

```
<transaction operation="modify" type="registrar">
  <password>new password</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Administrative">10</contact-id>
  <contact-id type="Administrative">11</contact-id>
  <contact-id type="Technical">12</contact-id>
  <contact-id type="Technical">13</contact-id>
  <contact-id type="Billing">14</contact-id>
</transaction>
```

Exhibit 3-Escrow Transfer Process

Deposit Transfer Process.

Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").

2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "infoSEQN", where "SEQN" is a four digit decimal number that is incremented as each report is prepared.

3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.

4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MD5 file (produced with MD5SUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.

5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in

addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

Exhibit 4-Escrow Verification Procedures

Verification Procedures. Escrow Agent will verify the format and completeness of each Deposit by the following steps:

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.

2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).

3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by the Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

Distribution of Public Keys. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent and ICANN shall exchange keys by the same procedure.

This Registry Data Escrow Agreement ("Agreement") is made as of this [enter date] (the "Beginning Date"), by and between _____ ("Registry Operator"), [name of Escrow Agent] ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Registry Agreement. All capitalized terms not defined in this Agreement have the meanings set forth in the Registry Agreement.

RECITALS

A. Registry Operator and ICANN have entered into a Registry Agreement ("Registry Agreement"), which requires Registry Operator, during the period Registry Operator operates the registry for the TLD, to submit certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Registry Agreement, Registry Operator intends to deliver periodically to Escrow Agent an electronic copy of the Registry Database, as detailed in Subsection 3.1(c) of the Registry Agreement (each such delivery referred to as a "Deposit").

C. Registry Operator and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Content of Deposits. Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.

2. Schedule for Deposits. Registry Operator must create and deliver to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit 1 of Appendix 1. Registry Operator must create and deliver to Escrow Agent an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit 1 of Appendix 1.

3. Format of Deposits. The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the TLD Registry Data Escrow: Format Specification (the "Format Specification"), attached as Exhibit 2 of Appendix 1.

4. Procedure for Deposits. Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer

process described in Exhibit 3 of Appendix 1.

5. <u>Notification of Deposits</u>. Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver to Escrow Agent and to ICANN a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator according to the procedures described in Exhibit 3 of Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.

6. <u>Verification</u>. Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit 4 of Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email, fax and phone, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall begin developing modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall give ICANN notice of successful verification within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit 1 of Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

7. <u>Retention and Confidentiality</u>.

7.1 <u>Retention</u>. Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. Each of ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

7.2 <u>Destruction of Deposits</u>. At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit 4 of Appendix 1. Registry Operator may destroy any Deposits prior to these four most recent Full Deposits.

7.3 <u>Confidentiality</u>. Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.1.6, 11.2, and 13 of this Agreement), Escrow Agent shall notify ICANN and Registry Operator within seven days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule,

regulation, or other requirement.

8. <u>Duplication</u>. Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry Operator shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly duplicate any Deposit.

9. <u>Release of Deposit</u>. Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver to ICANN or its designee all Deposits in Escrow Agent's possession, in the event that the Escrow Agent receives all of the following:

9.1 One of the following notices:

9.1.1 A written notice by the Registry Operator requesting Escrow Agent to effect such delivery to ICANN; or

9.1.2 A written notice by ICANN that the Registry Agreement has: (i) expired without renewal, pursuant to Section 4.1 of the Registry Agreement, or (ii) been terminated, in accordance with Article VI of the Registry Agreement; or

9.1.3 A written notice by ICANN that all of the following have occurred:

9.1.3.1 ICANN failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, to receive notification of receipt from Escrow Agent; and

9.1.3.2 ICANN gave notice to Escrow Agent and Registry Operator of that failure; and

9.1.3.3 ICANN has not, within seven calendar days after the notice under Section 9.1.3.2, received notice from Escrow Agent that the Deposit has been received; or

9.1.4 A written notice by ICANN that all of the following have occurred:

9.1.4.1 ICANN has received notification from Escrow Agent of failed verification of a Full Depositor of failed verification of five Incremental Deposits within any calendar month; and

9.1.4.2 ICANN gave notice to Registry Operator of that receipt; and

9.1.4.3 ICANN has not, within seven calendar days after the notice under Section 9.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.5 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.6 A written notice by ICANN that a court, arbitral, legislative, or government agency that ICANN finds to be of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN has provided to Registry Operator) that mandates the release of the Deposits to ICANN; and

9.2 Copies of notices with proof of delivery submitted to Escrow Agent that ICANN or Registry Operator (whichever gave the notice under Section 9.1) has previously notified the other party in

writing; and

9.3 Written instructions from ICANN that the Deposits be released and delivered to a designated party; and

9.4 A written undertaking by ICANN that the Deposits will be used only as permitted under the terms of the Registry Agreement. Upon release of any Deposits to ICANN, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from ICANN under Sections 9.1.2 to 9.1.6, as applicable.

10. Release of Deposit to Registry Operator. Escrow Agent shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

11. Procedure After Release.

11.1 Right to Use Deposits. Upon release of any Deposits to Registry Operator pursuant to Section 9, Registry Operator (or its assignee in accordance with the Registry Agreement), and subject to Section 9.4 above, shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide registry services. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Registry Agreement) shall immediately have the right, subject to Section 9.4 above, to exercise or have exercised all rights in the Deposits pursuant to the Registry Agreement, including as necessary to provide registry services.

11.2 Objection Notice. Upon release of any Deposits to ICANN pursuant to Section 9, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Registry Agreement (the "Dispute Resolution Procedures"). Registry Operator and ICANN agree to resolve any disputes they may have as between themselves under this Agreement in accordance with Section 17.2 hereof. The parties agree that (i) Registry Operator shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 Dispute Resolution Procedures. The parties agree that any proceedings brought pursuant to the Dispute Resolution Procedures shall be conducted consistently and in accordance with any prior arbitration or court orders/decisions involving the Registry Agreement. The parties further agree that any proceedings relating to this Agreement and brought pursuant to the Dispute Resolution Procedures shall not examine, re-evaluate, reconsider, or otherwise subject to review any issues, causes of action, or other claims which were decided, or which a party had a reasonable opportunity to raise, in proceedings which involved the Registry Agreement.

11.4 Withdrawal of Objection Notice. Registry Operator may, at any time, notify Escrow Agent and ICANN that Registry Operator wishes to withdraw its Objection Notice. Upon receipt of such withdrawal from Registry Operator, Escrow Agent shall promptly deliver to ICANN any Deposits that have not previously been delivered to ICANN.

11.5 Dispute Resolution Decisions.

11.5.1 If the release of Deposits under Section 9 to ICANN is determined in Dispute Resolution Procedures to have been proper, Escrow Agent shall promptly deliver to ICANN, in accordance with

the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits to ICANN is determined in Dispute Resolution Procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received by ICANN under Section 9.

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

13. Interpleader.

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne 50% by each of Registry Operator and ICANN.

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

14. Term and Termination.

14.1 Term. The initial term of this Agreement shall be one year, commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through the Dispute Resolution Procedures; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E. This paragraph in no way limits the Registry Operator's rights under the Registry Agreement to change to a different Escrow Agent mutually approved by Registry Operator and ICANN, such approval not to be unreasonably withheld by either of them, provided that such Escrow Agent will agree to substantially similar terms as in the present document and there is no significant interruption of Deposits.

14.2 Termination. This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by both Registry Operator and ICANN upon having delivered to Escrow Agent a written notice signed by both Registry Operator and ICANN indicating their mutual intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 Release of the Deposit(s) to ICANN pursuant to Section 9 and, if an Objection Notice is made and not withdrawn, a final decision that the release of materials to ICANN was proper at the end of the Dispute Resolution Procedures.

15. Fees and Payments. Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E as compensation for Escrow Agent's services under this Agreement. If Registry Operator fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Registry Operator shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. Upon payment of the past-due fee by Registry Operator, this Agreement shall continue in full force and effect. If Registry Operator fails to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination, Escrow Agent shall deliver to ICANN all Deposits held by Escrow Agent.

16. Ownership of Deposit. Subject to the provisions (including Subsection 6.5) of the Registry Agreement, the parties recognize and acknowledge that ownership of the Deposit during the effective term of this Agreement shall remain with the Registry Operator at all times.

17. Miscellaneous.

17.1 Remedies. For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator or ICANN.

17.2 Dispute Resolution. Registry Operator and ICANN further agree to resolve any disputes they may have as between themselves under this Agreement pursuant to the Dispute Resolution Procedures.

17.3 Limitation of Liability. The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between ICANN and Registry Operator the liability limitations of Subsection 5.3 of the Registry Agreement also apply.

17.4 Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of either Registry Operator or ICANN.

17.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by Registry Operator, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name holder or registrar.

17.6 Amendments. This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 Assignment. Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of

Registry Operator or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of both Registry Operator and ICANN.

17.8 <u>Entire Agreement</u>. This Agreement, including all exhibits, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services for the Registry TLD. The parties acknowledge and agree that, as between ICANN and Registry Operator, the Registry Agreement (including all its appendices) is intended to co-exist with this Agreement, this Agreement is supplementary to the Registry Agreement, and the Registry Agreement shall control in the event of any conflict.

17.9 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

17.10 <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 <u>Notices</u>. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

17.12 <u>Survival</u>. The obligation of confidentiality in Section 7, Sections 9, 10, 11, 12, 13, 17.3 and this Section 17.12 shall survive any termination of this Agreement.

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

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

Escrow Agent
[name and address of Escrow Agent]

By: _____
    [name of signer]
    [title of signer]

Registry Operator

_____

_____

_____

E-mail: _____
Phone:
Fax:

By: _____
    [name of signer]
    [title of signer]

ICANN

_____

_____

_____
E-mail:
Phone: _____
Fax: _____
By: _____
    [name of signer]
    [title of signer]

ICANN

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix 3 with the Zone File Access provisions equivalent to that of new gTLD registry operators within 90 days after the final new gTLD Registry Agreement has been approved by the ICANN Board of Directors.

1. PARTIES

The User named in this Agreement hereby contracts with Afilias Limited, an Irish Company limited by shares ("Registry Operator") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator 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, Registry Operator will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

2. USER INFORMATION

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

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

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

(h) E-Mail Address: _____

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

Name: _____

IP Address: _____

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

3. TERM

This Agreement is effective for a period of three (3) months from the date of execution by Registry Operator (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 .INFO TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOLS SPECIFIED IN SECTION 4 BELOW PURSUANT TO THESE TERMS.

4. GRANT OF ACCESS

Registry Operator grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator 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 Registry Operator using FTP or HTTP (or other registry operator defined retrieval mechanisms) for the purposes described in this Section 4. You agree that you will:

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

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

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

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of Registry Operator, except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

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

5. FEE

You agree to remit in advance to Registry Operator 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 reserves the right to adjust, with the approval of ICANN, this fee on thirty days' prior notice to reflect a change in the cost of providing access to the files.

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

7. METHOD OF ACCESS
Registry Operator 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 may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

9. DATA FORMAT
Registry Operator may change the format of the Data from time to time, in a manner that will not materially change the content of the Data (but which may affect other aspects of the content of the file, including, without limitation, comments, spacing and ordering), provided that the format will be compliant with standard Master File format as originally defined in RFC 1035, Section 5. Registry Operator will provide notice via Registry Operator's website not less than sixty (60) days prior to any such change.

8. NO WARRANTIES
The Data is being provided "as-is." Registry Operator 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.

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

11. NO CONSEQUENTIAL DAMAGES
In no event shall Registry Operator 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 Operator has been advised of the possibility of such damages.

12. GOVERNING LAW
This Agreement shall be governed and construed in accordance with the laws of Ireland. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in the courts of Ireland. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the courts located in Ireland (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of

the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

13. 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 at 2 La Touche House, IFSC, Dublin 1, Ireland, Attention: Legal Dept. Registry Operator 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 or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

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

15. WAIVER
Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

16. ENTIRE AGREEMENT
This is the entire agreement between you and Registry Operator 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.
Registry Operator Limited
By:
   (sign)
Name:
   (print)
Title:
Date:

User:
By:
   (sign)
Name:
   (print)
Title:
Date:

ASSIGNED USERID AND PASSWORD
(To be assigned by Registry Operator upon execution of this Agreement):
USERID: PASSWORD:

.INFO Agreement Appendix 4
Registry Operator Monthly Reports
(TBD)

Registry Operator shall continue to provide reports to ICANN per the terms set forth in Appendix 4 to the Registry Agreement, dated 8 December 2006, for the TLD as set forth at http://www.icann.org/en/about/agreements/registries/biz/appendix-04-08dec06-en.htm. Notwithstanding the foregoing, Registry Operator shall provide monthly reports for the TLD to ICANN using the API described in draft-lozano-icann-registry-interfaces <http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces>, no later than 180 calendar days after the later of (i) such publication becomes an RFC or (ii) the Effective Date of this Agreement.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the reports relate. Unless set forth in this Appendix, any reference to a specific time refers to Coordinated Universal Time (UTC).

1. **Per-Registrar Transactions Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-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 per registrar:

Field #	Field name	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total domains	total domains under sponsorship
04	total-nameservers	total name servers registered for TLD

05	net-adds-1-yr	number of domains successfully 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-yr	number of domains successfully registered with an initial term of four years (and not deleted within the add grace period)
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)
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-successfully	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	domain names 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 described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall 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. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2.   **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:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre- ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS 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-report	number of SRS (EPP and any other interface) domain name RGP "restore" requests delivering a restore report responded during the reporting period
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP "restore" requests 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.

.INFO Agreement Appendix 5
Whois Specifications
(TBD)

Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service providing free public query-based access to at least the following elements in the following format. Both services will be provided over both IPv4 and IPv6 transport. In the alternative, Registry Operator may transition, upon notice to ICANN, to the Registration Data Publication Services requirements set forth in Specification 4 to the new gTLD Registry Agreement upon the approval of the new gTLD Registry Agreement by the ICANN Board of Directors.

Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) 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); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

1. Public Whois Specification

The Whois service substantially consists of two parts:

- Port 43 Whois services
- Web-based Whois services

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

Provisions for the detection of abusive usage of Registry Operator's Whois system (e.g., excessive numbers of queries from one source), and corresponding protective measures, have been implemented, and Registry Operator may implement further countermeasures against abuse as necessary.

Registry Operator's Whois service will be updated on a near real-time basis.

The Whois servers shall provide results in ASCII for standard and IDN .info domains.

The status values reported will be those stated in http://www.ietf.org/rfc/rfc5731.txt except

that domains in PendingDelete status will be reported as either PENDING-DELETE (Restorable) or PENDING-DELETE (Scheduled for release) as appropriate.

Port 43 Whois service

1. The format of responses will follow a semi-free text format outline below, preceded by a mandatory disclaimer specifying the rights of Registry Operator, and of the user querying the database.

2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by the colon as a delimiter, followed by the value.

3. All Whois data will be in the ASCII character set, which has encoding compatible with UTF-8 for easy transition to including internationalized data, and as per the IETF's recommendations on i18n in Internet protocols. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

4. All record and key types shall be specified in a publicly available description on the Registry Operator website. The key names and record types should change as infrequently as possible, and only upon the agreement of ICANN and Registry Operator.

Web-based Whois service

Registry Operator will make available a Whois interface on its website which can also be linked to by each ICANN-Accredited Registrar that is a party to a Registry-Registrar Agreement. The information available in the Whois database will be returned as a results page on the website.

Query and Output for Reports Delivered by Web Page and Port 43

Whois Queries

For all Whois queries, the client provides a character string for which information is desired and optionally, the object type and interpretation control parameters to limit the search. Several interpretation controls are defined below to limit searches. If the object type and interpretation control parameters are not specified, Whois searches for the character string in the Name fields of the Domain object. Queries can be made as either an "exact search" or as a "partial search", both of which are insensitive to the case of the input string.

By default, if multiple matches are found for a query, then a summary of all the matching results is presented. A second query is required to retrieve the specific details of one of the matching records.

If only a single match is found, then full details will be provided. Full detail consists of the data in the matching object as well as the data in any associated objects. Additional information and samples of the various types of Whois result records are available in the section below.

Query Controls

Whois query controls fall into two categories: those that specify the type of field and those that modify the interpretation of the input or determine the type of output to provide.

Object Type Control

The following keywords restrict a search to a specific object type:

DOmain: Search only domain objects. The input string is searched in the Name field.
HOst: Search only name server objects. The input string is searched in the Name field and the IP Address field.
Contact: Search only contact objects. The input string is searched in the ID field.
Registrar: Search only registrar objects. The input string is searched in the Name field.

By default, if no object type control is specified, then the Name field of the Domain object is searched.

Interpretation Control

The following keywords modify the interpretation of the input or determine the level of output to provide:

ID: Search on ID field of an object. This applies to Contact IDs and Registrar IDs.
Full or Always show detailed results, even for multiple matches
'=':
Summary Always show summary results, even for single matches
or SUM:
'%': Used as a suffix on the input, will produce all records that start with that input string
'_': Used as a suffix on the input, will produce all records that start with that input string and have one and only one additional character

By default, if no interpretation control keywords are used, the output will include full details if a single record is found and a summary if multiple matches are found.

Query Examples

Domain Record

A Whois query that results in domain information will return the following example fields from the Domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record.

Registry Whois Outputs

The following output is an example of a Whois response for a domain record.

Input:

WHOISDOMAIN.INFO

-or-

domain WHOISDOMAIN.INFO

Output:

Domain ID:D5353344-LRMS
Domain Name:WHOISDOMAIN.INFO
Created On:01-Jan-2005 04:00:00 UTC
Last Updated On:10-Jan-2005 20:25:23 UTC
Expiration Date:01-Jan-2007 04:00:00 UTC
Sponsoring Registrar:EXAMPLE REGISTRAR LLC (R63-LRMS)
Status:DELETE PROHIBITED
Status:RENEW PROHIBITED
Status:TRANSFER PROHIBITED
Status:UPDATE PROHIBITED
Registrant ID:5372808-ERL
Registrant Name:EXAMPLE REGISTRAR REGISTRANT
Registrant Organization:EXAMPLE REGISTRANT ORGANIZATION
Registrant Street1:123 EXAMPLE STREET
Registrant City:ANYTOWN
Registrant State/Province:AP
Registrant Postal Code:A1A1A1
Registrant Country:EX
Registrant Phone:+1.1235551234
Registrant Email:EMAIL@EXAMPLE.COM
Admin ID:5372809-ERL
Admin Name:EXAMPLE REGISTRAR ADMINISTRATIVE
Admin Organization:EXAMPLE REGISTRANT ORGANIZATION
Admin Street1:123 EXAMPLE STREET
Admin City:ANYTOWN
Admin State/Province:AP
Admin Postal Code:A1A1A1
Admin Country:EX

Admin Phone:+1.1235551234
Admin Email:EMAIL@EXAMPLE.COM
Billing ID:5372810-ERL
Billing Name:EXAMPLE REGISTRAR BILLING
Billing Organization:EXAMPLE REGISTRANT ORGANIZATION
Billing Street1:123 EXAMPLE STREET
Billing City:ANYTOWN
Billing State/Province:AP
Billing Postal Code:A1A1A1
Billing Country:EX
Billing Phone:+1.1235551234
Billing Email:EMAIL@EXAMPLE.COM
Tech ID:5372811-ERL
Tech Name:EXAMPLE REGISTRAR TECHNICAL
Tech Organization:EXAMPLE REGISTRAR LLC
Tech Street1:123 EXAMPLE STREET
Tech City:ANYTOWN
Tech State/Province:AP
Tech Postal Code:A1A1A1
Tech Country:EX
Tech Phone:+1.1235551234
Tech Email:EMAIL@EXAMPLE.COM
Name Server:NS01.EXAMPLEREGISTRAR.INFO
Name Server:NS02.EXAMPLEREGISTRAR.INFO

Nameserver Record

A Whois query that results in Nameserver information will return the following. This set of information is referred to as the Nameserver Record.

Input:

host NS01.EXAMPLEREGISTRAR.INFO

-or-

host 192.168.0.100

Output:

Host ID:H123456-LRMS
Host Name:NS01.EXAMPLEREGISTRAR.INFO
Sponsoring Registrar:R123-LRMS
Created On:01-Jan-2005 20:21:50 UTC
Last Updated On:01-Jan-2005 20:22:58 UTC

IP Address:192.168.0.100

Contact Record

A Whois query that results in contact information will return the following. This set of information is referred to as the Contact Record.

Input:

contact CNT-2222

Output:

Contact ID:CNT-2222
Sponsoring Registrar:R1234-LRMS
Name:EXAMPLE CONTACT
Organization:EXAMPLE ORGANIZATION LLC
Street1:123 EXAMPLE STREET
City:ANYTOWN
Postal Code:A1A1A1
Country:EX
Phone:+1.4443331234
Email:EMAIL@EXAMPLE.COM
Created On:01-Jan-2005 14:33:12 UTC

Registrar Record

A Whois query that results in Registrar information will return the following. This set of information is referred to as the Registrar Record.

Input:

Whois registrar EXAMPLE REGISTRAR LLC

Output:

Registrar ID:FDRD-DR

Registrar GUID:99
Registrar Organization:EXAMPLE REGISTRAR LLC
Street1:123 EXAMPLE STREET
City:ANYTOWN
Postal Code:A1A1A1
Country:EX
Phone:+1.4443331234
Email:EMAIL@EXAMPLE.COM

Created On:01-Jan-2005 16:50:58 UTC
Last Updated On:10-Jan-2005 15:34:36 UTC
Status:OK

2. Whois Provider Data Specification

If requested by ICANN, Registry Operator will provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the .info TLD on a daily schedule. This is only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN (the "Designated Recipient").

The specification of the content and format of this data, and procedures for providing access, will be as stated below, until changed according to the Registry Agreement.

Content

The data sets will consist of files containing the following:

1. Registrar objects. The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts
Registrar URL
Registrar Creation Date
Registrar Last Updated Date

2. Contact objects. The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail

3. Nameserver objects. A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:

Name Server ID

Name Server Host Name
Name Server IP Addresses if applicable
Current Registrar
Name Server Creation Date
Name Server Last Updated Date

4. Domain objects. The domain object corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar
Domain Status
All contact information (including all details) with at least one each of:

- Registrant
- Administrative
- Technical
- Billing

All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

Format

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

Procedures for Providing Access

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

Whois Data Specification – ICANN

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

Content

The data sets will consist of files containing the following:

1. Registrar objects. The registrar object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Contact ID of Registrar
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts
Registrar URL
Registrar Creation Date
Registrar Last Updated Date

2. Contact objects. The contact object corresponds to a single contact (whether registrant, administrative, technical or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail

3. Nameserver objects. A nameserver object corresponds to a single registered nameserver. The nameserver object includes the following data:

Name Server ID
Name Server Host Name
Name Server IP Addresses if applicable
Current Registrar
Name Server Creation Date
Name Server Last Updated Date

4. Domain objects. The domain object corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar
Domain Status
All contact information (including all details) with at least one each of:

- Registrant

- Administrative
- Technical
- Billing

All nameservers associated with this domain
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

Format

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

Procedures for Providing Access

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

.INFO Agreement Appendix 6
List of Reserved TLD Strings
(TBD)

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

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

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

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

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

- All single and two-character labels that were previously reserved by the Registry in the Registry Agreement may be allocated through ICANN-accredited registrars, based upon implementation of a phased allocation program as further set forth in Appendix 7.

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq--

1k2n4h4b" or "xn--ndk061n")

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

- nic
- whois
- www

E. Registry and Registry Operator Reserved Names

Part A: Names to be transferred with the Registry Database in the event of reassignment

1. about.info
2. address.info
3. buydotinfo.info
4. directory.info
5. dot.info
6. dotinfo.info
7. dotinfodomain.info
8. dotinfodomainname.info
9. dotinformation.info
10. email.info
11. http.info
12. infodomain.info
13. infodomainname.info
14. information.info
15. informationdotinfo.info
16. list.info
17. mail.info
18. owndotinfo.info
19. phone.info
20. register.info
21. registerdotinfo.info
22. registerinfo.info
23. registrar.info
24. registrars.info
25. registry.info
26. search.info
27. searchdotinfo.info
28. selldotinfo.info
29. site.info
30. tld.info
31. tlddotinfo.info
32. topleveldomain.info
33. url.info
34. web.info
35. website.info

Part B: Names staying with Afilias in the event of registry reassignment:

1. 1866.info

57. affilliasdomains.info
58. affilliasdotinfo.info
59. affilliasinc.info
60. affilliasinfo.info
61. affilliasinformation.info
62. affilliasllc.info
63. affilliasllp.info
64. affilliasmember.info
65. affilliasmembers.info
66. affilliasplc.info
67. afil.info
68. afilais.info
69. afilaisco.info
70. afilaiscompany.info
71. afilaiscorp.info
72. afilaiscorporation.info
73. afilaisdomains.info
74. afilaisdotinfo.info
75. afilaisinc.info
76. afilaisinfo.info
77. afilaisinformation.info
78. afilaisllc.info
79. afilaisllp.info
80. afilaismember.info
81. afilaismembers.info
82. afilaisplc.info
83. afilias.info
84. afiliasco.info
85. afiliascompany.info
86. afiliascorp.info
87. afiliascorporation.info
88. afiliasdomains.info
89. afiliasdotinfo.info
90. afiliasinc.info
91. afiliasinfo.info
92. afiliasinformation.info
93. afiliasllc.info
94. afiliasllp.info
95. afiliasmember.info
96. afiliasmembers.info
97. afiliasplc.info
98. afillias.info
99. afilliasco.info
100. afilliascompany.info
101. afilliascorp.info
102. afilliascorporation.info
103. afilliasdomains.info
104. afilliasdotinfo.info
105. afilliasinc.info
106. afilliasinfo.info
107. afilliasinformation.info
108. afilliasllc.info
109. afilliasllp.info
110. afilliasmember.info
111. afilliasmembers.info

112.afilliasplc.info
113.afls.info
114.member.info
115.members.info

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

1. Registry Operator Registrar Protocol;
2. Supported initial and renewal registration periods;
3. Grace period policy;
4. DNS;
5. IDN;
6. IPv6;
7. Miscellaneous & Additional Services

1. Registry Operator Registrar Protocol

1.1 Extensible Provisioning Protocol

Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 3915, 5910, 5730, 5731, 5732, 5733 and 5734. If Registry Operator requires the use of proprietary EPP functionality, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

2. Supported initial and renewal registration periods

a. Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years.

b. Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceeding a total of ten years.

c. Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between

Registrars, the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years.

d. The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and Registry Operator may assist in such change of sponsorship.

3. Grace and Pending Period Policy

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

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

Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the ICANN Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part. Restore is accomplished either by using the Restore screen in the web-based administrative site, or by using the EPP UPDATE command with the RGP extension; provided, however, that in the case of (i) Bulk Transfers under Part B of the ICANN Policy on Transfer of Registrations between Registrars and (ii) Large Incidents, Restore may be accomplished by e-mail or fax using a Restore Request Form as specified by Registry Operator.

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

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

- Transfer of an existing domain,
- Deletion of an existing domain, and

- Restore of a domain name in Redemption Grace Period.

3.1 Grace Periods

3.1.1 Add Grace Period

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

Delete. If a domain is deleted within the *Add Grace Period*, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration. However, the Registrar's account will be reconciled at the end of the month for the number of deletions during the AGP that exceed the maximum of (i) 10% of its new registrations or (ii) fifty (50) domain names, whichever is greater. The fee imposed on those deletions exceeding the previously stated monthly maximum level will be the amount of the original registration, absent extraordinary circumstances.

For any registrar requesting an exemption from this excessive domain name deletion fee, the registrar must confirm in writing to the Registry Operator how these extraordinary circumstances were not known, or could not have been reasonably known, at the time the names were deleted and how these extraordinary circumstances were outside of its control. Registry Operator's determination of whether or not to grant an exemption shall be at its sole reasonable discretion.

Renew/Extend. If a domain is renewed/extended within the *Add Grace Period*, there is no credit for the add. The account of the sponsoring Registrar at the time of the extension will be charged for the initial add plus the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Renew/Extend operation.

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

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

3.1.2 Renew/Extend Grace Period

The *Renew/Extend Grace Period* is a specified number of calendar days following the

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

Delete. If a domain is deleted within the *Renew/Extend Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

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

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

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

3.1.3 Auto-Renew Grace Period

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

Delete. If a domain is deleted within the *Auto-Renew Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the Auto- Renew fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

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

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the

Auto-Renew Grace Period, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the domain is extended by one year up to a total maximum of ten and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year registration term maximum.

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

3.1.4 Transfer Grace Period

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

Delete. If a domain is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The domain is deleted from the Registry database and is moved to the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

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

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

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

3.1.5 Redemption Grace Period

A domain name is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a domain that is not within the Add Grace Period. A name that is in

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

3.2 Overlapping Grace Periods

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

- If a domain is deleted within the Add Grace Period and the Renew/Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done. The domain is removed from the Registry database and is immediately available for registration by any Registrar.
- If a domain is auto-renewed, then extended, and then deleted within the Renew/Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension. The years that were added to the domain's expiration as a result of the auto-renewal and extension are removed. The deleted domain is moved to the Redemption Grace Period (that is, to the status: Pending Delete -- Restorable).

3.2.1 Overlap Exception

- If a domain is deleted within one or several Transfer Grace Periods, then only the current sponsoring Registrar is credited for the transfer amount. For example, if a domain is transferred from Registrar A to Registrar B and then to Registrar C and finally deleted by Registrar C within the Transfer Grace Period of the first and second transfers, then only the last transfer is credited to Registrar C.
- If a domain registration is extended within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.

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

3.3 Pending Periods

3.3.1 Transfer Pending Period

The *Transfer Pending Period* is a specified number of calendar days following a request from a registrar (registrar A) to transfer a domain in which the current registrar of the

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

a. EPP TRANSFER request or EPP RENEW request is denied.
b. AUTO-RENEW is allowed.
c. EPP DELETE request is denied.
d. Bulk Transfer operations are allowed.
e. EPP UPDATE request is denied.

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

3.3.2 Pending Delete Period

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

4. DNS

Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966.

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 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.

Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described

in RFC 6781 and its successors. If Registry Operator 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 RFC 6841.

5. IDN

If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 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. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding.

6. IPv6

Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. 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. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Appendix 5 of this Agreement; e.g. Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.

7. Miscellaneous and Additional Services.

7.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.

7.2 Phased Equitable Reallocation of Non-Compliant .INFO Sunrise Domain Names, ("Sunrise Name Reallocation Service").

The domain names included within the scope of the Sunrise Name Reallocation Service shall be limited to the .INFO domain names identified by Afilias and determined by WIPO to be non-compliant with the Afilias Sunrise Registration Rules. Afilias reserves the right not to reallocate domain names in the event that the applicable registrant(s) demonstrate to

Afilias in its sole discretion, that the registration of such domain name was in fact compliant with the Sunrise Rules.

Pursuant to the Sunrise Name Reallocation Service, Afilias may elect to reallocate the domain names via the following processes: 1) request for proposals based on evaluation criteria, 2) auction, or 3) first come, first served registration.

The domain names allocated via the Sunrise Name Reallocation Service are an exception to the Maximum Service Fee described in Section 7.3(a) of the .INFO Registry Agreement. Revenue derived from the Sunrise Name Reallocation Service will be considered in the calculation of the average annual price of registrations for purposes of Section 7.2(a).

7.3. Dot-INFO Single and Two Character Phased Allocation Program ("Phased Allocation Program").

The domain names included within the scope of the Phased Allocation Program shall be limited to single and two-character dot-INFO domain names. Registry Operator reserves the right to not allocate all single and two-character dot-INFO domain names.

Pursuant to the Phased Allocation Program, Registry Operator may elect to allocate the domain names via the following processes: 1) request for proposals based on evaluation criteria, 2) auction, or 3) first come, first served registration.

The domain names allocated via the Phased Allocation Program are an exception to the Maximum Service Fee described in Section 7.3(a) of the dot-INFO Registry Agreement. Revenue derived from the Phased Allocation Program will be considered in the calculation of the average annual price of registrations for purposes of Section 7.2(a).

This Registry-Registrar Agreement (the "Agreement"), dated as of _____, _____ , is made and entered into by and between Afilias Limited, a company organized under the laws of Ireland, with its principal place of business located at 2 La Touche House, IFSC, Dublin 1, Ireland ("Afilias"), and _____, a _____, with its principal place of business located at _____ ("Registrar"). Afilias and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Afilias has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .info top-level domain;

WHEREAS, multiple registrars provide Internet domain name registration services within the .info top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .info top-level domain.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Afilias and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date first set forth above.

1.5. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

1.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.7. "Personal Data" refers to data about any identified or identifiable natural person.

1.8. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.info) levels, about which Afilias or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "Registered Name Holder" means the holder of a Registered Name.

1.10. The "Registrar Tool Kit" comprises the EPP, APIs and Software.

1.11. "Registry Agreement" means the Registry Agreement between Afilias and ICANN dated as of [_____] 2013 for the operation of the Registry TLD, as amended from time to time.

1.12. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.13. "Registry Services" Registry Services are: (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 .info registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (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.

1.14. "Registry TLD" means the .info TLD.

1.15. The "Registry System" means the system operated by Afilias for Registered Names in the Registry TLD.

1.16. "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.17. "Term" means the term of this Agreement, as set forth in Subsection 9.1.

1.18. A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF AFILIAS

2.1. Access to Registry System. Throughout the Term of this Agreement, Afilias shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between Afilias and ICANN.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ICANN requirements, and Afilias requirements authorized by ICANN, Afilias shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Tool Kit; License. No later than three business days after the Effective Date, Afilias shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, Afilias hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to Afilias in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.

2.4. Changes to System. Afilias may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Afilias will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the EPP, APIs, Software or other materials licensed hereunder.

2.5. Engineering and Customer Service Support.

2.5.1. Engineering Support. Afilias agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.2. Customer Service Support. During the Term of this Agreement, Afilias will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. Afilias will provide Registrar with a telephone number and e-mail address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 a.m. and 5 p.m. Eastern US time.

2.6. Handling of Personal Data. Afilias shall notify Registrar of the purposes for which Personal Data submitted to Afilias by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Afilias shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Afilias shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. Afilias may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

2.7. Service Level Agreement. Afilias shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which appendix is hereby incorporated by reference, as amended from time to time.

2.8. ICANN Requirements. Afilias' obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide

(i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or

paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Afilias under this Agreement.

3.4. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Afilias and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Compliance with Terms and Conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

3.5.1. ICANN standards, policies, procedures, and practices for which Afilias has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. operational standards, policies, procedures, and practices for the Registry TLD established from time to time by Afilias in a non-arbitrary manner and applicable to all registrars, including affiliates of Afilias, and consistent with ICANN's standards, policies, procedures, and practices and Afilias' Registry Agreement with ICANN. Additional or revised Afilias operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Afilias to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supercede those of the Registrar's registration agreement.

3.6. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

3.6.1. consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by Afilias and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.2. submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and

3.6.3. immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

3.6.4. agree to be bound by the terms and conditons of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that Afilias has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.5. acknowledge and agree that Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by Afilias or any Registrar in connection with a domain name registration. Afilias also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

3.7. Data Submission Requirements.

3.7.1. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Afilias a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Afilias' operation of the Registry TLD.

3.7.2. Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to Afilias in a timely manner.

3.8. Security.

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to

(i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Afilias, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Afilias may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the Afilias and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify Afilias within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Afilias in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by Afilias. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.9. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of Afilias in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, Afilias may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Afilias.

3.10. Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.11. Transfer of Registration Sponsorship. . Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.12. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

4. FEES

4.1. Amount of Afilias Fees. Registrar agrees to pay Afilias the fees set forth in Exhibit A for services provided by Afilias to Registrar (collectively, "Fees"). Afilias reserves the right to revise the Fees from time to time, provided that Afilias shall provide at least six (6) months notice to

Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay Afilias the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

4.2. Payment of Afilias Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by Afilias ("Payment Security"), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by Afilias to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. Afilias shall provide monthly invoice statements to the Registrar.

4.3 Non-Payment of Fees. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with Afilias, Afilias may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

4.4 Taxes. All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Afilias) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Afilias shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Afilias receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or

(vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.2. Intellectual Property.

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, knowhow, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Afilias under this Section, will indemnify, defend and hold harmless Afilias and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. Afilias shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, Afilias will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Afilias for Afilias' actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Afilias' prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Afilias in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) it is, and will continue to be accredited by ICANN or its successor and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF AFILIAS AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO AFILIAS UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEEDING 12 MONTH PERIOD, OR (ii) $100,000 USD.

6.4. Disclaimer of Warranties. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY AFILIAS HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. AFILIAS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. AFILIAS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, AFILIAS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.5. Reservation of Rights. Afilias reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Afilias, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by Afilias or any Registrar in connection with a domain name registration. Afilias also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

7. INSURANCE

7.1. Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least US $1,000,000 in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle Afilias to seek compensation under such policy on behalf of Afilias and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

8. DISPUTE RESOLUTION

8.1. Dispute Resolution. 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 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 Dublin, Ireland. 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 parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in the Republic of Ireland; 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 a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the courts in the Republic of Ireland, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to Afilias' approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Afilias. In the event that Afilias does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

9.2. Termination. This Agreement may be terminated as follows:

9.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Afilias thirty days notice of termination.

9.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Afilias' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

9.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

9.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

9.3.1. Afilias will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Afilias for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, Afilias reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

9.3.5. All fees owing to Afilias shall become immediately due and payable.

9.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. Assignments.

10.1.1. Assignment to Successor Registry Operator. In the event the Afilias' Registry Agreement is terminated or expires without entry by Afilias and ICANN of a subsequent registry agreement, Afilias' rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty

days of the termination or expiration, provided that the subsequent Afilias assumes the duties of Afilias under this Agreement.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Afilias' Registry Agreement with ICANN for the Registry TLD is validly assigned, Afilias' rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Afilias under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.2. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to Afilias:

Afilias Limited
2 La Touche House
IFSC
Dublin 1, Ireland
Attention: CEO

phone: +353.1.431.0511
fax: +353.1.633.5488

with a copy to:

Afilias Limited
c/o Afilias USA, Inc.

300 Welsh Road
Building 3, Suite 105
Horsham, PA 19044
USA
Attention: General Counsel

phone: +1.215.706.5700
fax: +1.215 706.5701

10.3. Third-Party Beneficiaries. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

10.4. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

10.6. Amendments. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.7. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

10.9. Counterparts. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

Afilias Limited	[Registrar]
By: Name: Title:	By: Name: Title:

<div align="center">

Exhibit A
REGISTRATION FEES

</div>

1. Domain-Name Initial Registration Fee

Afilias will charge a fee per annual increment of an initial registration of a Registered Name (the "Initial Registration Fee"). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The Initial Registration Fee as of the Effective Date is US$7.42.

2. Domain-Name Renewal Fee

Afilias will charge a fee per annual increment of a renewal of a registration of a Registered Name (the "Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The Renewal Fee as of the Effective Date is US$7.42.

3. Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, Afilias will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Afilias will charge a Renewal Fee for the requested extension as provided in item 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

4. Bulk Transfers. For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay Afilias US $0 (for transfer of 50,000 names or fewer) or US $50,000 (for transfers of more than 50,000 names).

5. Restore Fee. Registrar shall pay Afilias a fee (the "Restore Fee") per Registered Name restored during the Redemption Grace Period; provided that Afilias reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The Restore Fee as of the Effective Date is US$40 per Registered Name Restored.

Afilias reserves the right to increase the Fees set forth above prospectively upon six months advance notice to Registrar.

.INFO Agreement Appendix 9
Approved Services
(TBD)

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:

- Internationalized Domain Names, in accordance with the Letter to Ram Mohan from Paul Twomey dated 19 August 2003; and
- Redemption Grace Period.

.INFO Agreement Appendix 10
Service Level Agreement (SLA)
(TBD)

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix 10 with a Service Level Agreement equivalent to that of the Service Level Agreement for new gTLD registry operators within 90 days after the final new gTLD Registry Agreement has been approved by the ICANN Board of Directors.

Definitions

1.1.   **DNS**. Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.

1.2.   **DNSSEC proper resolution**. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

1.3.   **EPP**. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.4.   **IP address**. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.5.   **Probes**. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.6.   **RDDS**. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services.

1.7.   **RTT**. 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.

1.8.   **SLR**. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2.	**Service Level Agreement Matrix**

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)
	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS 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.

3.	**DNS**

3.1.	**DNS service availability**. Refers to the ability of the group of listed-as-authoritative name servers of a particular 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.

3.2.	**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 domain name, to answer DNS queries from an Internet user. All the public DNS-registered "**IP address**" of all name servers of the 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.

3.3.	**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.

3.4.	**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.

3.5.   **DNS resolution RTT**. Refers to either "**UDP DNS resolution RTT**" or "**TCP DNS resolution RTT**".

3.6.   **DNS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a 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.

3.7.   **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.

3.8.   **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 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.

3.9.   **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.

3.10.   **Distribution of UDP and TCP queries**. DNS probes will send UDP or TCP "**DNS test**" approximating the distribution of these queries.

3.11.   **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.

4.   **RDDS**

4.1.   **RDDS availability**. Refers to the ability of all the RDDS 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 RDDS testing probes see any of the RDDS services as

unavailable during a given time, the RDDS will be considered unavailable.

4.2.　**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.

4.3.　**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.

4.4.　**RDDS query RTT**. Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

4.5.　**RDDS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

4.6.　**RDDS test**. Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS 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 RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

4.7.　**Measuring RDDS parameters**. Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the TLD being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8.　**Collating the results from RDDS 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.

4.9.　**Placement of RDDS probes**. Probes for measuring RDDS 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.

5.　**EPP**

5.1.　**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.

5.2.   **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.

5.3.   **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.

5.4.   **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.

5.5.   **EPP command RTT**. Refers to "**EPP session-command RTT**", "**EPP query-command RTT**" or "**EPP transform-command RTT**".

5.6.   **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.

5.7.   **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.

5.8.   **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.

5.9.   **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.

6.   **Emergency Thresholds**

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for the TLD, may (at ICANN's discretion) cause the emergency transition of the TLD as specified in Section 3.6 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement caused by data escrow.

7.   **Emergency Escalation**

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.

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.

7.1.   **Emergency Escalation initiated by ICANN**

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Appendix, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the

commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. **Emergency Escalation initiated by Registrars**

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. **Notifications of Outages and Maintenance**

In the event that a Registry Operator plans maintenance, they will provide related notice to the ICANN emergency operations department, at least, 24 hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per their contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. **Covenants of Performance Measurement**

8.1. **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 Appendix as it would do with any other request from Internet users (for DNS and RDDS) or registrars (for EPP).

8.2. **ICANN testing registrar**. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s 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.

8.3. **Publishing of SLA measurements**. Registry Operator agrees that ICANN may publish on its website for each SLR whether Registry Operator met the applicable performance measurement as set forth in this Appendix 10 ("**Threshold Measurements**").

Additionally, ICANN agrees that it shall use commercially reasonable efforts to provide Registry Operator with a monthly report within twenty (20) calendar days following the end of each calendar month, describing in reasonable detail each of the performance measurements and testing performed by ICANN during such month with regard to the TLD and the SLRs described in this Appendix 10 (such reports and the data set forth therein, the "**Measurements Data**"). Except for Threshold Measurements, ICANN shall not publish Registry Operator's Measurements Data until Registry Operator provides written consent to ICANN to publish the Measurements Data, which such consent shall be binding on Registry Operator. In the event that Registry Operator disputes the Measurements Data, ICANN shall publish the Registry Operator's response to such Measurements Data alongside the Measurements Data itself.