

AMENDMENT NO. 1 TO IANA NAMING FUNCTION CONTRACT

This Amendment No. 1 to IANA Naming Function Contract, dated as of [●] (“**Amendment**”), by and between The Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“**ICANN**”), and Public Technical Identifiers, a California nonprofit public benefit corporation (“**Contractor**” and together with ICANN, the “**Parties**”), hereby amends, effective as of the date hereof, that certain IANA Naming Function Contract, dated 30 September 2016, by and between ICANN and Contractor (the “**Contract**”). All capitalized terms not defined will have the meaning given to them in the Contract.

1. The Parties hereby agree that subsections (c) through (g) of Section 2 of the SOW (Annex A of the Agreement) are deleted and replaced with the following:

“c. Service Levels.”

~~a. Contractor shall perform the Services in accordance with the following “Service Levels”. The expectation is that Contractor will normally perform within the threshold. The thresholds will be modified over time as part of periodic reviews of the service level expectation. A subset of the following measures relate to measurement of non-routine changes where it is not applicable to set a specific threshold for performance. It is expected for measurements of non-routine process steps these will only be reported with no applicable service level expectation.~~

~~b. Services Definitions~~

- ~~i. Category I (Routine updates impacting Root Zone File). Routine change requests that alter the technical data published in the DNS root zone (e.g. changes to NS records, DS records and glue records). A third party may be engaged to compile, publish and distribute the root zone.~~
- ~~ii. Category II (Routine updates not impacting Root Zone File). Routine change requests that do not alter the DNS root zone (e.g., contact data and metadata). These changes do not require changes to the root zone.~~
- ~~iii. Category III (Creating or Transferring a gTLD). Requests to create (“delegate”) or transfer (“redelegate” or “assign”) a generic TLD. These changes require additional processing by Contractor to ensure policy and contractual requirements associated with a change of control for the TLD are met.~~
- ~~iv. Category IV (Creating or Transferring a ccTLD). Requests to create or transfer a country-code TLD. These changes require additional processing by Contractor to ensure policy requirements are met. This processing includes additional analysis on the change request, production of a~~

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report, and review of the report (including verification that all existing registration data has been successfully transferred from the old to new registry operator).

v. ~~Category V (Other change requests). Other non-routine change requests. Contractor is required to process change requests that may have special handling requirements, or require additional documentary evidence or clarifications from the customer or third parties, that prevent automating the handling of the request. These requests include, but are not limited to:~~

- ~~1. Customers that require requests to be handled outside the online self-service platform, such as those lodging change requests through the exchange of postal mail;~~
- ~~2. Customers that have placed special handling instructions on file with Contractor, or have otherwise asked for special handling for a request that deviates from the normal process, resulting in the request being executed manually;~~
- ~~3. Unique legal or regulatory encumbrances that must be satisfied that require additional processing;~~
- ~~4. Removing a TLD from service (i.e. retirement or revocation); and~~
- ~~5. Changes that relate to the operation of the root zone itself, including changing the Root Key Signing Key, altering the set of authoritative name servers for the root zone (i.e. the "root servers"), and changes to the "root hints".~~

e. ~~Service Levels~~

i. ~~Contractor will perform all services relating to Root Zone Management in accordance with the requirements and "Service Levels" specified at [link to icann.org page] (the "SLAs"), as such [services and] SLAs may be amended from time to time in accordance with the procedures specified at [link to icann.org page].~~

ii. ~~The fields in~~ for the following table SLAs are as follows:

- ~~1.~~ 1. Process. The business process that Contractor is requested to perform.
- ~~2.~~ 2. Metric. The individual metric that will be measured as part of the completion of the business process.

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3- 3. Threshold. The specified target for each individual change request.

4- 4. Type. Whether the threshold specified is a minimum target (compliance must not be less than the target) or a maximum target (compliance must not be more than the target).

5- 5. Compliance. The percentage that the target goal in aggregate must be met or exceeded within the specified time period for all requests in the specified category.

6- 6. Period. The time over which compliance is measured. (The period of collecting measurements to meet the Service Level Agreement (SLA)).

ii. d. Process Performance.— Total Contractor transaction time for emergency changes should be completed within a target of 12 hours until reviewed by the CSC with Contractor.

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| Process Category | Metric | Threshold | Type | Compliance | Period |
|--|---|-----------|------|------------|--------|
| Category I — Routine updates impacting Root-Zone File (NS, DS and glue records) | Submission | | | | |
| | Time for ticket confirmation to be sent to requester following receipt of change request via automated submission interface | ≤ 60 secs | Max | 95% | Month |
| | Time for lodgment of change request into RZMS by Contractor on behalf of request sent by email | ≤ 3 days | Max | 95% | Month |
| | Technical Checks | | | | |
| | Time to return results for technical checks following submission of request via automated submission interface | ≤ 50 mins | Max | 95% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|---|--|-----------|------|------------|--------|
| | Time to return results for subsequent performance of technical checks during retesting due to earlier failed tests | ≤ 3 mins | Max | 95% | Month |
| Contact Confirmation | | | | | |
| | Time for authorization contacts to be asked to approve change request after completing previous process phase | ≤ 60 secs | Max | 95% | Month |
| | Time for response to be affirmed by Contractor | ≤ 60 secs | Max | 95% | Month |
| Contractor Review and Processing | | | | | |
| | Time to complete all other validations and reviews by Contractor and release request for implementation | ≤ 5 days | Max | 90% | Month |
| Supplemental Technical Checks | | | | | |
| | Time to return results for performance of technical checks during Supplemental Technical Check phase | ≤ 60 secs | Max | 95% | Month |
| Implementation of Changes | | | | | |
| | Time for root zone changes to be published following completion of | ≤ 72 hrs | Max | 99% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|--|---|---------------------------------------|-----------------------|-----------------------|-----------------------|
| | validations and reviews by Contractor | | | | |
| | Time to notify requester of change completion following publication of requested changes | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Category II — Routine updates not impacting Root Zone File (Contact details and metadata) | Submission | | | | |
| | Time for ticket confirmation to be sent to requester following receipt of change request via automated submission interface | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| | Time for lodgment of change request into RZMS by Contractor on behalf of request sent by email | <i>≤ 3 days</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| | Technical Checks | | | | |
| | Time to return results for technical checks following submission of request via automated submission interface | <i>No Technical Checks Undertaken</i> | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Not Applicable</i> |
| | Time to return results for subsequent performance of technical checks during retesting due to earlier failed tests | <i>No Technical Checks Undertaken</i> | <i>Not Applicable</i> | <i>Not Applicable</i> | <i>Not Applicable</i> |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|------------------|---|--------------------------------|----------------|----------------|----------------|
| | Contact Confirmation | | | | |
| | Time for authorization contacts to be asked to approve change request after completing previous process phase | ≤ 60 secs | Max | 95% | Month |
| | Time for response to be affirmed by Contractor | ≤ 60 secs | Max | 95% | Month |
| | Contractor Review and Processing | | | | |
| | Time to complete all other validations and reviews by Contractor and release request for implementation | ≤ 5 days | Max | 90% | Month |
| | Supplemental Technical Checks | | | | |
| | Time to return results for performance of technical checks during Supplemental Technical Check phase | No Technical Checks Undertaken | Not Applicable | Not Applicable | Not Applicable |
| | Implementation of Changes | | | | |
| | Time for root zone changes to be published following completion of validations and reviews by Contractor | No Technical Checks Undertaken | Not Applicable | Not Applicable | Not Applicable |
| | Time to notify requester of change completion following publication of | ≤ 60 secs | Max | 95% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|---|---|-----------|------|------------|--------|
| | requested changes | | | | |
| Category III — Creating or Transferring a gTLD | Submission | | | | |
| | Time for ticket confirmation to be sent to requester following receipt of change request via automated submission interface | ≤ 60 secs | Max | 95% | Month |
| | Time for lodgment of change request into RZMS by Contractor on behalf of request sent by email | ≤ 3 days | Max | 95% | Month |
| | Technical Checks | | | | |
| | Time to return results for technical checks following submission of request via automated submission interface | ≤ 50 mins | Max | 95% | Month |
| | Time to return results for subsequent performance of technical checks during retesting due to earlier failed tests | ≤ 3 mins | Max | 95% | Month |
| | Contact Confirmation | | | | |
| | Time for authorization contacts to be asked to approve change request after completing previous process | ≤ 60 secs | Max | 95% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|---|--|-----------|------|------------|--------|
| | phase | | | | |
| | Time for response to be affirmed by Contractor | ≤ 60 secs | Max | 95% | Month |
| | Contractor Review and Processing | | | | |
| | Time to complete all other validations and reviews by Contractor and release request for implementation | ≤ 10 days | Max | 90% | Month |
| | Supplemental Technical Checks | | | | |
| | Time to return results for performance of technical checks during Supplemental Technical Check phase | ≤ 5 mins | Max | 95% | Month |
| | Implementation of Changes | | | | |
| | Time for root zone changes to be published following completion of validations and reviews by Contractor | ≤ 72 hrs | Max | 99% | Month |
| | Time to notify requester of change completion following publication of requested changes | ≤ 60 secs | Max | 95% | Month |
| Category IV — Creating or Transferring a ccTLD | Submission | | | | |
| | Time for ticket confirmation to be sent to requester | ≤ 60 secs | Max | 95% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|---|--|------------------|-------------|-------------------|---------------|
| | following receipt of change request via automated submission interface | | | | |
| | Time for lodgment of change request into RZMS by Contractor on behalf of request sent by email | <i>≤ 3 days</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Technical Checks | | | | | |
| | Time to return results for technical checks following submission of request via automated submission interface | <i>≤ 50 mins</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| | Time to return results for subsequent performance of technical checks during retesting due to earlier failed tests | <i>≤ 3 mins</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Contact Confirmation | | | | | |
| | Time for authorization contacts to be asked to approve change request after completing previous process phase | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| | Time for response to be affirmed by Contractor | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Contractor Review and Processing | | | | | |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|--|---|--|--------------------------|--------------------------|--------------------------|
| | Time to complete all other validations and reviews by Contractor and release request for implementation | ≤ 60 days | Max | 100% | Month |
| | Time for third-party review of request (e.g. by ICANN Board of Directors, PTI Board or other relevant verification parties) | (Where Applicable) ≤ 60 days (subject to review) | Intentionally Left Blank | Intentionally Left Blank | Intentionally Left Blank |
| Supplemental Technical Checks | | | | | |
| | Time to return results for performance of technical checks during Supplemental Technical Check phase | ≤ 5 mins | Max | 95% | Month |
| Implementation of Changes | | | | | |
| | Time for root zone changes to be published following completion of validations and reviews by Contractor | ≤ 72 hrs | Max | 99% | Month |
| | Time to notify requester of change completion following publication of requested changes | ≤ 60 secs | Max | 95% | Month |
| Category V— Other change requests (i.e. non-routine change) | Submission | | | | |
| | Time for ticket confirmation to be sent to requester following receipt of | ≤ 60 secs | Max | 95% | Month |

| Process Category | Metric | Threshold | Type | Compliance | Period | |
|------------------|--|------------------------|------|------------|--------|--|
| requests) | change request via automated submission interface | | | | | |
| | Time for lodgment of change request into RZMS by Contractor on behalf of request sent by email | $\leq 3 \text{ days}$ | Max | 95% | Month | |
| | Technical Checks | | | | | |
| | Time to return results for technical checks following submission of request via automated submission interface | $\leq 50 \text{ mins}$ | Max | 95% | Month | |
| | Time to return results for subsequent performance of technical checks during retesting due to earlier failed tests | $\leq 3 \text{ mins}$ | Max | 95% | Month | |
| | Contact Confirmation | | | | | |
| | Time for authorization contacts to be asked to approve change request after completing previous process phase | $\leq 60 \text{ secs}$ | Max | 95% | Month | |
| | Time for response to be affirmed by Contractor | $\leq 60 \text{ secs}$ | Max | 95% | Month | |
| | Contractor Review and Processing | | | | | |
| | Time to complete | No | Not | Not | Not | |

| Process Category | Metric | Threshold | Type | Compliance | Period |
|--------------------------------------|--|-------------------------------|-------------------|-------------------|-------------------|
| | all other validations and reviews by Contractor and release request for implementation | <i>Validations Undertaken</i> | <i>Applicable</i> | <i>Applicable</i> | <i>Applicable</i> |
| Supplemental Technical Checks | | | | | |
| | Time to return results for performance of technical checks during Supplemental Technical Check phase | <i>≤ 5 mins</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Implementation of Changes | | | | | |
| | Time for root zone changes to be published following completion of validations and reviews by Contractor | <i>≤ 72 hrs</i> | <i>Max</i> | <i>99%</i> | <i>Month</i> |
| | Time to notify requester of change completion following publication of requested changes | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |

d.—Accuracy

| Metric | Measurement | Threshold | Type | Compliance | Period |
|---|-----------------|-------------|------------|-----------------|--------|
| Root zone file data published in the root zone matches that provided in the change request | <i>Accuracy</i> | <i>100%</i> | <i>Min</i> | <i><100%</i> | |
| Root zone database is correctly updated in accordance with change requests (does not include impact of normalization and other processing standardization— which in any | <i>Accuracy</i> | <i>100%</i> | <i>Min</i> | <i><100%</i> | |

| | | | | | |
|--|--|--|--|--|--|
| event shall never detrimentally impact the update) | | | | | |
|--|--|--|--|--|--|

e. Online Services Availability and Enquiry Processing

| Metric | Threshold | Type | Compliance | Period |
|--|------------------|-------------|-------------------|---------------|
| RZMS availability — availability of an online interactive web service for credentialed customers to submit change requests to their root zone database entries. | <u>≥99.0%</u> | <u>Min</u> | <u><99%</u> | <u>Month</u> |
| Website availability — availability of root zone management related documentation (i.e. on http://www.iana.org) | <u>≥99.0%</u> | <u>Min</u> | <u><99%</u> | <u>Month</u> |
| Directory service availability — availability of the authoritative database of TLDs | <u>≥99.0%</u> | <u>Min</u> | <u><99%</u> | <u>Month</u> |
| Credential recovery — time to dispatch confirmation email of forgotten username or password | <u>≤60 secs</u> | <u>Max</u> | <u>95%</u> | <u>Month</u> |
| Credential change — time to implement new password within the system | <u>≤5 min</u> | <u>Max</u> | <u>95%</u> | <u>Month</u> |
| Dashboard update frequency — average time to update the dashboard to ensure up-to-date reporting | <u>≤30 min</u> | <u>Max</u> | <u>100%</u> | <u>Month</u> |
| Dashboard accuracy — the data presented on the dashboard is accurate | <u>100%</u> | <u>Min</u> | <u><100%</u> | <u>Month</u> |
| Dashboard availability | <u>≥99%</u> | <u>Min</u> | <u><99%</u> | <u>Month</u> |

| | | | | |
|---|------------------------------------|------------|--------------------|--------------|
| — availability of the dashboard online | | | | |
| SLE report production — time to produce reports following the conclusion of the reporting period | <i>Monthly</i> | | | |
| SLE report availability — availability of the SLE reports and associated data online | <i><10 days after month end</i> | <i>Max</i> | <i>>10 days</i> | <i>Month</i> |
| SLE report publication — schedule of reporting periods | <i>Monthly</i> | | | |
| Time to send acknowledge of enquiry — time taken to send initial acknowledgement of receipt of a general enquiry pertaining to root zone management (but not pertaining to interactions in a change request context) | <i>≤ 60 secs</i> | <i>Max</i> | <i>95%</i> | <i>Month</i> |
| Time to send initial response to enquiry — time taken for staff to respond to enquiry, either in part or in whole | <i>≤ 5 days</i> | <i>Max</i> | <i>90%</i> | <i>Month</i> |

f. ~~e.~~ These elements reflect activity areas that should be instrumented by Contractor, and reported pursuant to ~~ARTICLE VII~~ARTICLE VII of the Contract and Section 3 of this SOW.:"

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~~g. Either Party may initiate a change to the services performed by Contractor hereunder by delivering to the other a change request, in a form mutually acceptable to the Parties. Thereafter, the Parties will discuss the requested change in good faith and upon the Parties' mutual written agreement that a change to the services performed by Contractor hereunder should be made, such change shall be evidenced in writing and deemed to be incorporated into this Contract, without any need to amend the terms of this Contract.~~

2. The Parties agree that, except as set forth in this Amendment, the current terms and conditions of the Contract will remain unchanged and in full force and effect and, to the extent

applicable, such and conditions terms shall apply to this Amendment as if it formed part of the Contract.

3. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement.

4. Any signature page delivered pursuant to this Amendment via facsimile, email or other electronic means shall be binding to the same extent as an original signature. Any Party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[signature page follows]

WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first written above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name:

Title:

PUBLIC TECHNICAL IDENTIFIERS

By: _____

Name:

Title:

