

## **Amendment No. 1 to Registry Agreement**

The Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”), and Alibaba Group Holding Limited, a company formed under the laws of the Cayman Islands (“Registry Operator”), agree, effective as of \_\_\_\_\_ (the “Amendment No. 1 Effective Date”), that the modifications set forth below (this “Amendment No. 1”) are made to the 15 January 2015 **.ALIPAY** Registry Agreement, as amended (“Agreement”). Capitalized terms used in this Amendment No. 1 shall have the meanings assigned to them in the Agreement.

1. **Specification 13.** Effective as of the Amendment No. 1 Effective Date, Specification 13 of the Agreement shall be deleted in its entirety. From and following the Amendment No. 1 Effective Date, (i) Specification 13 of the Agreement shall be of no further force and effect and (ii) Registry Operator shall comply with all terms of the Agreement as if the Agreement did not contain Specification 13, including compliance with Specification 7 (including the Trademark Clearinghouse Rights Protection Mechanism Requirements (“TMCH Requirements”)), Specification 9, and the provisions of Section 2.9(a) and Section 4.5 (as no longer modified by Specification 13 to the Agreement). Registry Operator represents and warrants to ICANN that, except as permitted by Section 2.2.4 of the TMCH Requirements, Registry Operator has not Allocated (as defined in the TMCH Requirements) or registered any registration in the TLD prior to the Amendment No. 1 Effective Date.

2. **Sunrise Period and Claims Period.** Notwithstanding Section 4.3 of Specification 13 of the Agreement, Registry Operator shall not be required to commence a Sunrise Period (as defined in the TMCH Requirements) within 60 calendar days of the Amendment No. 1 Effective Date. If Registry Operator determines to Allocate or register registrations in the TLD other than as permitted by Section 2.2.4 of the TMCH Requirements, Registry Operator shall consult with ICANN and the Parties shall coordinate on the commencement of a Sunrise Period for the TLD. Except as permitted by Section 2.2.4 of the TMCH Requirements, Registry Operator shall not Allocate or register any registrations in the TLD prior to the commencement of the Sunrise Period. In addition, Registry Operator shall comply in all respects with the TMCH Requirements, including providing a Claims Period (as defined in the TMCH Requirements) for at least the first 90 calendar days of General Registration (as defined in the TMCH Requirements).

3. **Agreement; No Other Amendment; Reaffirmation.** Except as amended by this Amendment No. 1, the Agreement shall remain in full force and effect according to its terms and shall be read and construed as if the terms of this Amendment No. 1 were included therein. The parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment No. 1, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby.

4. **Incorporation By Reference.** This Amendment No. 1 incorporates by reference the provisions set forth in Section 7.6 (Amendments and Waivers), Section 7.8

(No Third-Party Beneficiaries), Section 7.9 (General Notices), Section 7.10 (Entire Agreement) and Section 7.11 (English Language Controls) and as if fully set forth herein.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, ICANN and Alibaba Group Holding Limited, have caused this Amendment No. 1 to be executed and delivered by their duly authorized officers as of the Amendment No. 1 Effective Date.

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
Akram Atallah  
President, Global Domains Division

**ALIBABA GROUP HOLDING LIMITED**

By: \_\_\_\_\_  
Timothy Alexander Steinert  
General Counsel