

Amendment No. 3 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers and UK Creative Ideas Limited agree, effective as of _____ (“Amendment No. 3 Effective Date”), that the modification set forth in this amendment No. 3 (the “Amendment”) is made to the 24 March 2016 .art Registry Agreement between the parties, as amended (the “Agreement”).

The parties hereby agree to amend Exhibit A of the Agreement by deleting the following sections 3, 4, and 5 in their entirety:

[START OLD TEXT]

“3. Searchable Whois

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement. Registry Operator must make available the services only to authenticated users after they logged in by supplying proper credentials (i.e., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law enforcement agencies).

4. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

4.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

4.2. Registry Operator must handle variant IDNs as follows:

4.2.1. By default variant IDNs (as defined in the Registry Operator’s IDN tables and IDN Registration Rules) must be blocked from registration.

4.2.2. Variant IDNs may be activated when requested by the sponsoring Registrar of the canonical name as described in the IDN Tables and IDN Registration Rules.

4.2.3. Active variant IDNs must be provisioned in the TLD’s DNS zone file as zone cuts using the same NS resource records as the canonical name.

4.3. Registry Operator may offer registration of IDNs in the following languages/scripts (IDN Tables and IDN Registration Rules will be published by the Registry Operator as specified in the ICANN IDN Implementation Guidelines):

4.3.1. Arabic language

4.3.2. Chinese language

4.3.3. Cyrillic script

4.3.4. Danish language

4.3.5. Greek script

4.3.6. Hebrew language

4.3.7. Japanese language

4.3.8. Korean language

4.3.9. Lao language

4.3.10. Latin script

4.3.11. Myanmar script

4.3.12. Polish language

4.3.13. Russian language

4.3.14. Swedish language

4.3.15. Thai language

5. Additional RDDS Data Fields

Notwithstanding the provisions of Section 1.4 of Specification 4, Registry Operator may output additional Registration Data Directory Services (RDDS) fields, as defined in the "Clarifications to the Registry Agreement, and the 2013 Registrar Accreditation Agreement (RAA) regarding applicable Registration Data Directory Service (Whois) Specifications" (see <https://www.icann.org/resources/pages/registry-agreement-raa-rdds-2015-04-27-en>), without being subject to additional approval by ICANN.

Neither the key nor the value of the additional RDDS fields shall include browser executable code (e.g., Javascript), nor provide confidential information of any sort, nor cause a negative impact to the security, stability, or resiliency of the Internet's DNS or other systems.

Registry Operator will provide and update the list of all the additional fields supported to ICANN prior to deployment."

[END OLD TEXT]

The parties hereby further agree to amend Exhibit A of the Agreement by replacing the deleted sections above with the following new text as new sections 3 and 4:

[START NEW TEXT]

“3. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

3.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

3.2. Registry Operator must handle variant IDNs as follows:

3.2.1. By default variant IDNs (as defined in the Registry Operator’s IDN tables and IDN Registration Rules) must be blocked from registration.

3.2.2. Variant IDNs may be activated when requested by the sponsoring Registrar of the canonical name as described in the IDN Tables and IDN Registration Rules.

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Neither the key nor the value of the additional RDDS fields shall include browser executable code (e.g., Javascript), nor provide confidential information of any sort, nor cause a negative impact to the security, stability, or resiliency of the Internet's DNS or other systems.

Registry Operator will provide and update the list of all the additional fields supported to ICANN prior to deployment."

[END NEW TEXT]

Each party hereby acknowledges and agrees that this Amendment shall not be construed as a waiver of any provision of the Agreement by any party hereto, nor shall it in any way affect the validity of, or the right of any party hereto, to enforce the provisions of the Agreement. The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of the Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Theresa Swinehart
Senior Vice President, Global Domains and Strategy

UK CREATIVE IDEAS LIMITED

By: _____

Kurt Pritz
Member, Strategic Planning Board