

Amendment No. 1 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers and BestTLD Pty Ltd agree, effective as of _____ (“Amendment No. 1 Effective Date”), that the modification set forth in this amendment No. 1 (the “Amendment”) is made to the 19 December 2013 .best 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 and 4 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 (e.g., user name and password).

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. German language”

[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 a 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:

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3.2.3. 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.

3.3. 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):

3.3.1. German language

4. Protected Marks – The Best Protection

The Best Protection is a service that allows trademark rights holders to block certain labels from registration. The blocked names must comply with the provisions described in Specification 5, Section 3.3 of the Registry Agreement.

Domain Names blocked by the Best Protection service will be either an exact match of a label or will contain an exact match of such labels, or may include domain names that are a misspelling or contain a misspelling of a label. Labels which are blocked as a result of participation in the Best Protection do not prevent other trademark rights holders or the Best Protection holders from unblocking a domain name associated with the blocked label and registering the domain name.”

[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

BESTTLD PTY LTD

By: _____
Cyril Fremont
Chief Executive Officer