

### Summary of Changes to .BIZ Registry Agreement

The table below sets forth a summary of the changes made to the proposed .BIZ Registry Agreement for the .biz top-level domain (the "Agreement"), compared to the existing registry agreement between ICANN and Neustar, Inc. Additions are reflected in bold double underline and deletions are reflected in strikethrough. The changes reflect requests made by the Registry Operator and ICANN, and are the product of numerous negotiation sessions between ICANN and the Registry Operator. Note that non-substantive and stylistic changes to the draft Agreement are not reflected in the below table.

Section	Revised Language	Explanation
1.1	Section 1.1 <u>Effective Date</u> . The Effective Date for purposes of this Agreement shall be <del>8-December-2006</del> <u>2013</u> .	Change reflects the extended term of the Agreement. The appropriate date will be inserted upon execution of the Agreement.
1.3	Section 1.3 <u>Designation as Registry Operator</u> . Upon the Effective Date, <del>until</del> <u>and throughout</u> the <del>Expiration Date</del> <u>Term</u> (as defined in Section 4.1 <u>hereof</u> ) <u>of this Agreement, unless earlier terminated pursuant to Article 6</u> hereof, ICANN shall continue to designate NeuStar, Inc. as the sole registry operator for the TLD ("Registry Operator").	Changes provide that the obligation to designate Neustar as the registry operator for the TLD will cease upon expiration of the Term (as defined in Section 4.1 of the Agreement) and termination of the Agreement.
2.1(b)	2.1 (b) <u>Statements made During Negotiation Process</u> . The factual statements made in writing by both Parties in negotiating this Agreement, were true and correct in all material respects at the time <u>made</u> . A violation or breach of this subsection shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.	Change is a minor correction to existing text.
3.1(b)(iii)	3.1 (b)(iii) For all purposes under this Agreement, the policies identified at <a href="http://www.icann.org/en/general/consensus-policies.htm">http://www.icann.org/en/general/consensus-policies.htm</a> shall be treated in the same manner and have the same effect as "Consensus Policies."	Change to update the URL.
3.1(b)(v)(C) (former)	<del>3.1 (b)(v)(C) for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;</del>	Deletion of an obsolete provision.
3.1(b)(v)(E)	3.1 (b)(v)( <del>E</del> ) modify the limitations on <u>Consensus Policies</u> or Temporary Specifications or <del>Consensus</del> -Policies;	Change reflects an updated cross reference.
3.1(c)(i)	3.1 (c)(i) <u>Data Escrow</u> . Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars,	Change reflects a technical edit, and Registry Operator's commitment to sign its TLD zone files

	<p>consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC <a href="#">delegation signer ("DS")</a> data <del>(if Registry Operator implements DNSSEC)</del>; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; and (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name. The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.</p>	<p>implementing DNSSEC.</p>
<p>3.1(c)(iv)</p>	<p>3.1 (c)(iv) <u>Monthly Reporting</u>. Within <u>twenty (20) calendar</u> days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. <del>ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry Level Fee payment due following the date of transmittal of the cost statement for such audit.</del></p>	<p>The auditing text in this section was deleted because of the insertion of a more comprehensive auditing provision (see new Section 3.5).</p>

3.1(c)(v)	3.1 (c)(v) Whois Service. Registry Operator shall provide such whois data as set forth in Appendix 5. <u>Whois output shall be compatible with ICANN's common interface for whois (InterNIC) as such interface exists as of the Effective Date of this Agreement. If requested by ICANN, Registry Operator shall provide a link on the primary website for the TLD to a web page designated by ICANN containing WHOIS policy and education materials.</u>	Changes provide that Whois output will be consistent with InterNIC. Changes also provide that Registry Operator will link to ICANN's web page containing Whois policy and educational materials.
3.1(d)(ii)	3.1 (d)(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, <del>which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.</del>	The auditing text in this section was deleted because of the insertion of a more comprehensive auditing provision (see new Section 3.5).
3.1(f)	3.1 (f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and <del>health</del> <u>Security and Stability</u> of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts and promoting the sale of domain names, provided however, that such use does not permit Registry Operator to disclose domain name registrant or end-user information or other Personal Data as defined in Section 3.1(c)(ii) that it collects through providing domain name registration services for any purpose not otherwise authorized by this agreement. In this regard, in the event the TLD registry is a "thick" registry model, the traffic data that may be accessible to and used by Registry Operator shall be limited to the data that would be accessible to a registry operated under a "thin" registry model. The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this <del>section</del> <u>Section</u> 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to an introduction by Registry Operator of a service employing a universal wildcard function, <u>except that this sentence shall not prohibit the provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an ICANN-accredited registrar.</u> To the extent that traffic data subject to this provision is made available, access shall be on terms that are nondiscriminatory.	Changes replace "health" with the defined terms "Security" and "Stability."  Changes also reflects a clarification included in other registry agreements relating to the provision of registry services.
3.1(g) (former)	<del>3.1 (g) Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.</del>	The text in this section 3.1(g) was deleted and moved to Section 3.3.

3.3	<u><a href="#">3.3 Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.</a></u>	New provision is the same as former Section 3.1(g).
3.4	<u><a href="#">3.4 In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth at Appendix 12.</a></u>	Change reflects the addition of the Registry Code of Conduct as an appendix to the Agreement.
3.5	<p><u><a href="#">3.5 Contractual and Operational Compliance Audits.</a></u></p> <p><u><a href="#">(a) ICANN may from time to time (not to exceed once per calendar quarter) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Article III of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator’s compliance with this Agreement. Upon no less than five (5) business days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its covenants contained in Section 3.1.</a></u></p> <p><u><a href="#">(b) Any audit conducted pursuant to Section 3.5(a) will be at ICANN’s expense, unless (i) the audit relates to Registry Operator’s compliance with Section 3.1(c)(iv) and such audit reveals a material discrepancy or discrepancies in the data provided by Registry Operator, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN’s detriment. In either such case of (i) or (ii) above, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit and such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.</a></u></p>	Section 3.5 is a new, more comprehensive compliance audit provision.
3.6	<u><a href="#">3.6 Emergency Transition. Registry Operator agrees that in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Appendix 10 attached hereto is reached, ICANN may designate an emergency interim registry operator of the registry for</a></u>	Section 3.6 provides for the emergency transition of the TLD in specified

	<p><u>the TLD (an “Emergency Operator”) in accordance with ICANN’s registry transition process (available at <a href="http://www.icann.org/en/resources/registries/transition-processes">http://www.icann.org/en/resources/registries/transition-processes</a>) (as the same may be amended from time to time, the “Registry Transition Process”) until such time as Registry Operator has demonstrated to ICANN’s reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 3.6 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 3.1(c)) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 3.6.</u></p>	<p>circumstances.</p>
4.1	<p>Section 4.1 <u>Term</u>. <del>The initial term of this</del><u>This Agreement shall be effective on the Effective Date and the term shall expire on December 31, 2012, June 30, 2019 (the “Expiration Date,” as extended by), subject to extension of such term upon renewal pursuant to Section 4.2 (together, the initial and</u> any renewal terms <u>shall constitute the “Term”).</u></p>	<p>The changes reflect the extended term of the Agreement, and the potential for automatic renewal of future terms pursuant to Section 4.2.</p>
4.2	<p>Section 4.2 <u>Renewal</u>. This Agreement shall be renewed upon the expiration of the <u>initial</u> term set forth in Section 4.1 above and each <del>later</del><u>renewal</u> term <u>this Agreement</u>, unless the following has occurred: (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator’s obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 <u>or Section 7.3</u> and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event</p>	<p>The substantive changes clarify the conditions to renewal of the Agreement and provide for a mechanism through which ICANN and Registry Operator will resolve disputes regarding the terms and condition of the Agreement upon any future renewal of the term of the Agreement.</p>

	<p>that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the <u>5 five</u> most reasonably comparable gTLDs (provided however that if less than five gTLDs are reasonably comparable, then comparison shall be made with such lesser number, and .com, .info, .net and .org are hereby deemed comparable), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs (<u>the “Renewal Terms and Conditions”</u>). The preceding sentence, however, shall not apply to the terms of this Agreement regarding the <u>price of Registry Services</u>; standards for the consideration of proposed Registry Services, including the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN’s obligation to Registry Operator under Section 3.2(a), (b) and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; or the definition of Registry Services, <u>all of which shall remain unchanged</u>. In addition, upon renewal, <u>in determining the Renewal Terms and Conditions</u>, registry fees payable to ICANN may be reasonably modified so long as any increase in such fees shall not exceed the average of the percentage increase in registry fees for the five most reasonably comparable TLDs (or such lesser number as provided above) during the prior three year period. <u>The parties agree to initiate negotiations with respect to Renewal Terms and Conditions at least six (6) months prior to the Expiration Date or the expiration of any renewal term thereafter in order to determine the Renewal Terms and Conditions for the subsequent renewal term as provided for in this Section 4.2. If the parties cannot agree as to Renewal Terms and Conditions prior to the Expiration Date or the expiration of any renewal term thereafter, as applicable, then, unless the parties mutually agree to extend the Term and continue negotiations, the matter shall be determined pursuant to the dispute resolution provisions of Article 5 hereto. In any such dispute resolution procedure instituted under this Section 4.2, the scope of such procedure shall be to determine the Renewal Terms and Conditions pursuant to the provisions of this Section 4.2.</u></p>	
4.4	<p>Section 4.4 <b>Failure to Perform in Good Faith</b>. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator’s obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 <u>or Section 7.3</u>, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe</p>	<p>Change provides that breach of Section 7.3 may give rise to extraordinary damage awards by an arbitrator (as specified in section 4.4).</p>

	appropriate under the circumstances.	
5.1(a)	<p>5.1 (a) <del>Cooperative Engagement</del><u>Mediation</u>. In the event of a <del>disagreement between Registry Operator and ICANN</del><u>any dispute</u> arising under or <del>out of</del><u>in connection with</u> this Agreement, <del>either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that</del> before either party may initiate arbitration <del>as provided in</del><u>pursuant to</u> Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute <del>by cooperative engagement as set forth in this Section 5.1(a).</del> If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received<u>through mediation</u> in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.<u>the following terms and conditions:</u></p> <p style="padding-left: 40px;">(i) <u>A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).</u></p>	This section has been revised to provide for mediation of disputes prior to initiating arbitration proceedings.

	<p><u>(ii) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.1(b). The mediator may not testify for either party in any later proceeding relating to the dispute.</u></p> <p><u>(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.</u></p> <p><u>(iv) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.1(b) below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.1(b) below.</u></p>	
5.3	<p>Section 5.3 <u>Limitation of Liability</u>. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed <del>the</del><u>an</u> amount <del>equal to the</del> Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to <u>an amount equal to the</u> fees, and monetary sanctions under Section 4.4, if any, due and owing to ICANN under this Agreement within the preceding twelve-month period. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.</p>	Minor clarifications of the existing text.



6.2	<p>Section 6.2 Bankruptcy. <del>This Agreement shall automatically terminate in the event</del><u>ICANN may, upon notice to</u> Registry Operator <del>shall voluntarily or involuntarily be subject to bankruptcy proceedings,</del> <u>terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator’s ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator’s property, (iv) execution is levied upon any property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) calendar days of their commencement, or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.</u></p>	Revisions state with more specificity the grounds under which the Agreement may be terminated related to bankruptcy and insolvency-type events and proceedings.
6.3	<p><u>Section 6.3 Change of Control. If pursuant to Section 8.5 ICANN reasonably determines to withhold its consent to a change of control transaction, then upon thirty (30) calendar days notice to Registry Operator, ICANN may terminate this Agreement.</u></p>	Reflects the insertion of a new termination right in the event ICANN reasonably withholds its consent to assignment of the Agreement following a change of control of Registry Operator.
7.1(a)	<p>7.1 (a) <u>Access to Registry Services.</u> Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. <u>Subject to Section 7.1(e),</u> Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:</p>	This section was revised to add the appropriate cross reference.
7.1(a)(viii)	<p>7.1 (a)(viii) Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.</p> <p><u>Within sixty (60) calendar days of the RAA Adoption Date, Registry Operator will submit to ICANN for approval an amended version of the Registry-Registrar Agreement attached hereto as Appendix 8 (the</u></p>	New provision inserted to facilitate the transition of Registry Operator’s registrars to the 2013 registrar accreditation agreement ultimately approved by the ICANN

	<p><u>“Amended RRA”), which will include a provision requiring all ICANN-accredited registrars who are a party to Registry Operator’s Registry-Registrar Agreement either to (i) become a party to the form registrar accreditation agreement adopted by the ICANN Board of Directors on _____, 2013 (the “2013 RAA”) within two hundred seventy (270) calendar days after the effective date of the Amended RRA, or (ii) be Suspended (as defined below) by Registry Operator. Once such Amended RRA is approved by ICANN, Registry Operator shall promptly adopt and require each of the ICANN-accredited registrars that access Registry Services for the TLD to enter into the Amended RRA pursuant to the amendment procedures set forth in Registry Operator’s Registry-Registrar Agreement in effect as of the date hereof. In the event that any such registrar does not enter the 2013 RAA with ICANN within such two hundred seventy (270) calendar day period, and Registry Operator is notified of that fact by ICANN in writing (a “Non-Compliant Registrar”), then Registry Operator will Suspend the Non-Compliant Registrar until such time as such Non-Compliant Registrar becomes a party to the 2013 RAA. “RAA Adoption Date” means the date that ICANN notifies Registry Operator that ICANN-accredited registrars that access Registry Services for the TLD accounting for sixty-seven percent (67%) of all registrations in the TLD have executed the 2013 RAA. “Suspend” means to suspend the Non-Compliant Registrar’s ability to create or sponsor new domain name registrations in the TLD or initiate inbound transfers of domain names in the TLD. The obligations of Registry Operator as set forth in this paragraph are contingent upon the registry operators for .com, .info, .net and .org also submitting similar requests to amend their Registry-Registrar Agreements.</u></p>	<p>Board of Directors.</p>
<p>7.1(b)</p>	<p><u>7.1(b) Special Programs. Notwithstanding Section 7.1(a), Registry Operator may for the purpose of supporting the development of the Internet in an underserved geographic region (a region being one or more countries) provide training, technical support, marketing or incentive programs based on the unique needs of registrars primarily focused on serving such geographies to such registrars, so long as Registry Operator does not treat similarly situated registrars differently or apply such programs arbitrarily. In addition, Registry Operator may implement such programs with respect to registrars within a specific geographic region (a region being one or more countries), so long as (i) such region is defined broadly enough to allow multiple registrars to participate and such programs are made available to all such registrars, and (ii) such programs do not favor any registrar in which Registry Operator may have an ownership interest. For purposes of this section, an underserved geographic region is one that, in the reasonable judgment of Registry Operator, is underserved by registry operators based upon an analysis of relevant metrics, including but not limited to broadband penetration.</u></p>	<p>Provision added to provide that Registry Operator may implement special registrar-related programs relating to underserved regions, as contained in other existing registry agreements.</p>

	<u>information and technology expenditures, domain penetration, registrar penetration, web hosting penetration, internet usage and number of internet users. Within five (5) calendar days of offering any such programs, Registry Operator shall post a notice of the offering of such program within the registrar facing communication tools of Registry Operator’s website (which notice shall include, at a minimum, the terms and conditions of such program and identify the underserved geographic region underlying such program).</u>	
7.1(c)	7.1 (b)(c) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar- <u>or from becoming an Affiliate of or reseller for an ICANN-accredited registrar. In addition, where there is an imminent threat to the Security and Stability of the TLD or the Internet, this provision shall not preclude Registry Operator, for the purpose of protecting the Security and Stability of the TLD or the Internet, from temporarily preventing the registration of one or more names; provided, as soon as practicable but no later than 3 business days of taking such action, Registry Operator provides ICANN with a written notice of such action, which notice shall list all affected names, state the expected length of time that such names will not be available for registration, and explain why Registry Operator took such action. The contents of such notice shall be treated as confidential to the extent permitted by law. If ICANN disagrees with such action, it will instruct Registry Operator to release such names and Registry Operator shall immediately release such names upon receipt of such written instructions from ICANN.</u>	Changes reflect a clarification that the provision does not prohibit the Registry Operator from becoming an affiliate of a registrar. In addition, the changes reflect provisions contained in other existing registry agreements, which permit Registry Operator to take certain actions in the presence of an imminent threat to the Security and Stability of the TLD or the Internet.
7.1(d)	<u>7.1 (d) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will not disclose such contracts to any third party other than relevant competition authorities. ICANN reserves the right, but not the obligation, to refer any such contract, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, transaction or other arrangement might raise competition issues. For the purposes of this Agreement: (i) “Affiliate” means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to</u>	This provision was inserted as a result of the removal of the cross ownership restrictions set forth in former Section 7.1(c), and requires Registry Operator to provide notice of certain relationships or arrangements to ICANN.

	<u>direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.</u>	
7.1(c)	<del>7.1 (c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.</del>	Deletion removes the restrictions on Registry Operator's ownership of registrars.
7.1(e)	<u>7.1(e) Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.</u>	New provision inserted to assist ICANN in taking actions against registrars in response to an emergency or pursuant to the terms of the applicable registrar accreditation agreement, and enforcing such actions.
7.2(a)	<p>7.2 (a) Registry-Level Transaction Fee.<del>7.2 (a)(i) Commencing on January 1, 2007,</del> Registry Operator shall pay ICANN a Registry-Level Fee.<del> Subject to Sections 7.2(a)(ii) and (iii) below, such fee shall equal the Transaction Fee set forth in the table below</del> <u>equal to US\$0.25</u> multiplied by the number of annual increments of an initial or renewal domain name registration (including renewals associated with transfers from one ICANN-accredited registrar to another) during the applicable calendar quarter:<u>;</u></p> <p><del>YEAR</del> — <del>TRANSACTION FEE</del></p> <p><del>2007</del> — <del>US\$0.15</del></p> <p><del>2008</del> — <del>US\$0.15</del></p> <p><del>2009</del> — <del>US\$0.20</del></p> <p><del>2010</del> — <del>US\$0.20</del></p> <p><del>2011</del> — <del>US\$0.25</del></p> <p><del>2012</del> — <del>US\$0.25</del></p> <p><del>7.2 (a)(ii) Commencing in 2009, for calendar quarters during the Term for which the average annual price of registrations during the quarter is between US\$3.01 and US\$4.99, the Registry-Level Fee</del></p>	Change provides for a fixed fee of US\$.25 for each registration.

	<p><del>shall be the lesser of (a) the transaction fee provided in 7.2.a.1 or (b) US\$0.15 plus US \$0.01 for each increase by US\$0.20 above \$3.01 in the average price of domain name registrations, multiplied by the number of annual increments of an initial or renewal domain name registration during such quarter (including renewals associated with transfers from one ICANN-accredited registrar to another); and</del></p> <p><del>7.2 (a)(iii) Following two consecutive calendar quarters during which the average annual price of registrations during the quarter is US\$3.00 or less (disregarding for these purposes any registry-offered discounts or marketing incentives having the short term effect of lowering the average annual price of domain name registrations), Registry Operator may request the parties enter good-faith negotiations to review and renegotiate the fee obligation considering all relevant factors including but not limited to Registry Operator's business needs as well as ICANN's financial requirements.</del></p>	
7.2(b)	<p>7.2 (b) <u>Payment Schedule</u>. Registry Operator shall pay the Registry-Level Fees specified in Section 7.2(a) and Section 7.2(c), <del>if applicable, by the 20<sup>th</sup> day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year</del> <u>on a quarterly basis</u> to an account designated by ICANN- <u>within thirty (30) calendar days following the date of receipt calculated as follows: an invoice shall be deemed to be received: (a) if sent electronically, one (1) calendar day following the date such invoice is sent; or (b) if sent by postal mail, three (3) calendar days following the date in which such invoice was sent.</u></p>	Changes clarify the timing of invoicing and the payment schedule related thereto.
7.2(c)(ii)	<p>7.2 (c)(ii) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, <del>but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.</del></p>	Deletion of an obsolete provision.
7.3(a)	<p>7.3 (a) <u>Pricing</u>. From the Effective Date through <del>six (6) months following the Effective Date</del> <u>31 August 2013</u>, the price to ICANN-accredited registrars for new and renewal domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another, shall not exceed a total fee of US\$<del>6.00</del> <u>7.85</u> (the "Maximum Service Fee"). Commencing on 1 <u>September 2013, the Maximum Service Fee shall not exceed a total fee of US\$8.63. Commencing on 1</u> January <del>2007</del> <u>2014</u>, the Maximum Service Fee charged during a calendar year for each annual increment of a new and renewal domain name registration and for transferring a domain name registration from one ICANN-accredited registrar to another, may not exceed the Maximum Service Fee during the preceding calendar year multiplied by 1.10. The same Service Fee shall be charged to all ICANN-accredited registrars for</p>	Changes reflect current pricing for registrations, and contemplates the pending price increase as noticed by Registry Operator.

	new and renewal domain name registrations. Volume discounts and marketing support and incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs is available to all ICANN-accredited registrars.	
8.2	Section 8.2 <u>Indemnification Procedures</u> . If <u>ICANN receives notice of</u> any third-party claim is <del>commenced</del> that is indemnified under Section 8.1 above, <del>notice thereof shall be given to</del> ICANN <u>as shall promptly as practicable notify Registry Operator of such claim</u> . Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising there from; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising there from. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.	Minor clarifying language edits.
8.5	Section 8.5 <u>Change of Control; Assignment and Subcontracting</u> . <del>Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover</del> <u>Except as set forth in this Section 8.5</u> , neither party may assign <u>any of its rights and obligations under</u> this Agreement without the prior written approval of the other party, which approval <u>shall will</u> not be unreasonably withheld. <del>Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or reincorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time.</del> <u>For</u>	Changes reflect an alignment of this provision with the provision contained in the draft new gTLD registry agreement, and provides ICANN and the Registry Operator with greater flexibility to assign or subcontract (as applicable) under the Agreement. Also, the changes more precisely define the parameters and timing associated with seeking consent to assignment and similar requests.

purposes of this Section 8.5, a direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any critical registry function for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

8.5(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any subcontracting arrangements assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract portions any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

8.5(b) Within thirty (30) calendar days of either such notification pursuant to Section 8.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

8.5(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

8.5(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

8.5(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall

	<p><a href="#"><u>comply with the Registry Transition Process.</u></a></p> <p><a href="#"><u>8.5(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 6.3, (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 8.5.</u></a></p>	
8.8	<p>Section 8.8 <u>Notices, Designations, and Specifications.</u> All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.</p> <p>If to ICANN, addressed to:</p>	Edits reflect updates to the address of ICANN and Registry Operator.



	<p>Internet Corporation for Assigned Names and Numbers</p> <p><del>4676 Admiralty Way</del><a href="#">12025 Waterfront Drive</a>, Suite <del>330</del><a href="#">300</a> <del>Marina Del Rey, California 90292</del> <a href="#">Los Angeles, CA 90094-2536</a> <a href="#">USA</a></p> <p><del>Telephone</del><a href="#">Phone</a>: <del>+1- 310-823-9358</del> <a href="#">301.5800</a> <del>Facsimile</del><a href="#">FAX</a>: <del>+1- 310- 823- 8649</del></p> <p>Attention: President and CEO With a Required Copy to: General Counsel Email: (As specified from time to time.)</p> <p>If to Registry Operator, addressed to:</p> <p>NeuStar, Inc. <del>46000 Center Oak Plaza</del> <a href="#">21575 Ridgetop Circle</a>, Sterling, VA 20166 Telephone: 1-571-434-5400 Facsimile: 1-571-434-5735 Attention: <del>Sr. V. Director, Law, Advanced Services and P. Business Development NeuStar, Inc</del><a href="#">Affairs, Enterprise Services</a>.</p> <p>With a Required Copy to: General Counsel Email: (As specified from time to time.)</p>	
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