

Letter of Intent

This Binding Letter of Intent (“LOI”) is entered into by and between the Internet Corporation for Assigned Names and Numbers (“ICANN”), a California non-profit public benefit corporation and VeriSign, Inc. (“Verisign”), a Delaware corporation, and is effective as of the last date of signature hereto (the “Effective Date”). Verisign and ICANN may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, pursuant to Section 2(a) of the First Amendment to the .com Registry Agreement, the Parties agreed to cooperate and negotiate in good faith to amend the terms of the .com Registry Agreement to preserve and enhance the security and stability of the Internet or the .com TLD;

WHEREAS, ICANN and Verisign desire to take a leadership role in combating Security Threats (as defined below) by working with the ICANN community to determine the appropriate process for, and development and implementation of, “best practices” related to combating Security Threats;

WHEREAS, ICANN and Verisign desire to work with the ICANN community to help further educate the wider ICANN community about Security Threats; and

WHEREAS, ICANN and Verisign desire to continue to demonstrate their support for activities that preserve and enhance the security, stability and resiliency of the Domain Name System (DNS).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties here by agree as follows:

1. DNS Security Threat Leadership: Verisign and ICANN agree to work in good faith to do the following in order to help combat Security Threats:
 - A. Work with the ICANN community and within ICANN processes to: (i) determine the appropriate process for developing “best practices” for registry operators to address “Security Threat(s)” (defined as phishing, malware distribution, and botnet command and control), which definition may be expanded to include other threats or be revised to be more fully defined through the mutual agreement of the Parties; (ii) develop and make public “best practices” for registry operators in accordance with the processes determined pursuant to Section 1(A)(i); (iii) develop new or enhanced contractual obligations based on the result of the work in Section 1(A)(i-ii), as appropriate; and (iv) convene subject matter experts within ICANN, the ICANN community and Verisign to meet monthly, or more frequently as appropriate, to work to effectuate the items described in Section 1(A)(i-iii) above.

- B. Within a reasonable period of time following the approval and promulgation by ICANN of the enhanced contractual provisions developed as a result of the work performed pursuant to Section 1A above into the new gTLD base agreement, Verisign will adopt in the .com Registry Agreement such promulgated provisions in a form reasonably appropriate for the .com TLD.
- C. Verisign and ICANN will develop appropriate tools, methods and metrics, make available technical expertise, and identify funding sources where appropriate, to develop measurement and mitigation criteria for Security Threats targeting or otherwise leveraging the DNS and/or broader DNS ecosystem.
- D. Verisign and ICANN (on a periodic basis, but at least twice annually) will publish communications (either jointly or individually) to provide education about methods to help DNS stakeholders mitigate Security Threats.

2. Promoting Security, Stability and Resiliency of the DNS.

Verisign and ICANN agree that the security, stability and resiliency of the DNS must continue to be a critical focus for ICANN, Verisign and other internet stakeholders. Verisign has demonstrated a longstanding commitment to promote the security, stability and resiliency of the DNS, through its support of organizations like ICANN’s Root Server System Advisory Committee and the Security and Stability Advisory Committee; through its root server operations; through its role as the root zone maintainer; and as registry operator for .com and .net top-level domains (TLDs) that are essential to a secure and stable DNS. Accordingly, in light of Verisign’s history of stewardship and in order to further support a continued focus on security, stability and resiliency, Verisign shall, for a period of five years, beginning on January 1, 2021, and continuing on each anniversary thereafter through the year 2025, make a payment in the amount of USD four million to ICANN (each, a “Payment Amount”) for costs to be incurred by ICANN during the upcoming 12-month period (each, an “SSR Period”) in conducting, facilitating or supporting activities that preserve and enhance the security, stability and resiliency of the DNS, which may include, without limitation, active measures to promote and/or facilitate DNSSEC deployment, Security Threat mitigation, name collision mitigation, root server system governance and research into the operation of the DNS (together, “SSR Activities”). No later than fourteen days before the end of each SSR Period, ICANN shall provide Verisign with a signed writing from an officer of ICANN confirming that ICANN has incurred costs up to or in excess of the Payment Amount in conducting SSR Activities during the then-expiring SSR Period (“Confirmation”). The Parties acknowledge that the Confirmation is a material term of this LOI.

3. Term. This LOI shall expire on December 31, 2025, unless earlier terminated by the either Party for any material breach, or unless extended by mutual written agreement of the Parties (the “Term”). Upon the expiration of the Term, the obligations and rights of

the Parties hereto shall cease, provided that such expiration of this LOI shall not relieve the Parties of any obligation or breach of this LOI accruing prior to such expiration.

4. Miscellaneous. Except as may be otherwise set forth in a signed writing by both Parties, this LOI contains the entire understanding and agreement between the Parties and supersedes any and all other prior or contemporaneous oral and written statements related to the subject matter herein. No provision in this LOI is intended to, nor shall create any, rights, benefits or interest of any kind in any third party. The Parties agree that Section 3.2(b) of the .com Registry Agreement shall apply to the conducting of SSR Activities under this LOI. The Parties agree that this LOI shall not be amended, supplemented or otherwise modified, except in a writing signed by both Parties. Each Party agrees to comply with applicable law in its performance of the obligations under this LOI. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES AND THE TOTAL LIABILITY OF EITHER PARTY UNDER THIS LOI SHALL BE THE AMOUNTS OWED AND ACCRUING BY VERISIGN IN ACCORDANCE WITH SECTION 2. Neither Party may assign this LOI without the prior written approval of the other Party. This LOI shall be governed by, construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules.

Proposed Draft – Subject to Approval

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their respective representatives as of the Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name: _____

Title: _____

Date: _____

VERISIGN, INC.

By: _____

Name: _____

Title: _____

Date: _____