

## **Amendment No. 3 to Registry Agreement**

The Internet Corporation for Assigned Names and Numbers and ShortDot SA 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 22 January 2015 .cyou 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 2, 3, and 4 in their entirety:

[START OLD TEXT]

### **“2. 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). 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). Registry Operator shall use rate-limiting to prevent abuse of the searchable Whois service.

### **3. Protected Marks – ShortBlock**

ShortBlock 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 ShortBlock 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 ShortBlock do not prevent other trademark rights holders or ShortBlock holders from unblocking a domain name associated with the blocked label and registering the domain name.

### **4. Registration Validation per Applicable Law**

Registry Operator may perform registration validation to comply with applicable local law in a given jurisdiction. The registration validation process, by which the Registry Operator subjects domain name registrations to validation, will be subject to the criteria required by the applicable local law in the jurisdiction. Domain names that are subject to the registration validation process in the subject jurisdiction that do not pass registration validation in that jurisdiction may be suspended, deleted or otherwise updated by the Registry Operator as required by applicable local law.

#### **4.1 Supplementary Registration Proxy**

Registry Operator may offer this service through a Supplementary Registration Proxy (SRP), which provides a secondary gateway for access to Shared Registration System (SRS)/EPP, RDDS (via WHOIS – port 43 –, web-based Directory Service, RDAP, or any combination), or both, subject to the following requirements:

**4.1.1.** Any Registry Service offered through an SRP shall be consistent and coherent with the corresponding primary Registry Service. In particular, a Registry Service offered through an SRP must provide the same Registration Data; offer the same functionality; and be subject to the same specifications, service-level requirements, and emergency transition thresholds (as specified in Specification 10) as the corresponding primary Registry Service offered by the Registry Operator.

**4.1.2.** Registry Operator must give ICANN a ten (10) calendar days advance notice of any new or changed SRP hostnames.

**4.1.3.** Registry Operator must obtain ICANN's approval pursuant to Section 7.5 of the Agreement for any subcontracting arrangement that relates to an SRP.

**4.1.4.** Registry Operator may offer an SRP provider access to Registration Data as long as such access complies with all the terms of this Agreement and any applicable laws.

**4.1.5.** Registry Operator shall provide additional Registry Functions Activity Report(s) for each SRP jurisdiction according to the requirements of Specification 3 in a manner agreed with ICANN. If an SRP instance did not offer a particular Registry Service(s) (e.g. DNS) in a reporting period, the fields related to the Registry Service(s) not offered in the additional Registry Functions Activity Report(s) must contain the string "SRP".

**4.1.6.** Within ten (10) calendar days of any ICANN request Registry Operator shall provide additional Registration Data file(s) for each SRP instance according to the requirements of section 3.1 of Specification 4 with the data objects for which the SRP operator is allowed to process transactions in the SRS.

**4.1.7.** The SRP will pass EPP commands and responses between the registrar and primary RSP system, which will remain the authoritative source of registry data.

**4.1.8.** The SRP will comply with the standards and service level requirements described in the Registry Agreement for the Registry Service for which there is a proxy.”

[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 2 and 3:

[START NEW TEXT]

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**3.1.8.** The SRP will comply with the standards and service level requirements described in the Registry Agreement for the Registry Service for which there is a proxy."

[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

**SHORTDOT SA**

By: \_\_\_\_\_  
Kevin Kopas  
Chief Operating Officer