ADDENDUM TO REGISTRY AGREEMENT

This Addendum to that certain Registry Agreement, dated as of _____, for the **.info** Top-Level Domain (the "<u>Registry Agreement</u>"), by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("<u>ICANN</u>"), and Afilias Limited, an Irish private company limited by shares ("<u>Registry Operator</u>"), is dated as of _____ and is by and among ICANN and Registry Operator ("<u>Addendum</u>"). ICANN and Registry Operator are hereinafter referred to collectively as the "<u>Parties</u>" and individually as a "<u>Party</u>." Capitalized terms used and not defined herein will have the respective meanings given thereto in the Registry Agreement.

WHEREAS, the Parties previously entered into a registry agreement, dated 22 August 2013;

WHEREAS, the Registry Agreement has certain provisions that are not applicable to a previously delegated top level domain, such as the TLD;

WHEREAS, the purpose of this Addendum is to amend the Registry Agreement in order to modify the provisions that are not applicable to the TLD; and

WHEREAS, pursuant to Section 7.6 of the Registry Agreement, the parties may enter into bilateral amendments and modifications to the Registry Agreement negotiated solely between the Parties.

NOW, THEREFORE, in consideration of the above recitals acknowledged herein by reference, the Parties, intending to be legally bound hereby, do agree as follows:

1. No Approved Amendment pursuant to Section 7.6 or Section 7.7 of the Registry Agreement shall amend or modify the specific terms of the Registry Agreement that are modified or amended pursuant to Section 2 of this Addendum (such terms, "<u>Addendum Terms</u>"); provided that the foregoing shall not apply to any other terms of any provision of the Registry Agreement, including the remaining unmodified terms of any Sections of the Registry Agreement that include the Addendum Terms. If an Approved Amendment is approved in accordance with Section 7.6 or Section 7.7 that would amend or modify any terms of the Registry Agreement that are modified by the Addendum Terms, ICANN and the Registry Operator agree to (i) enter into good faith discussions regarding whether an amendment to such Addendum Terms is appropriate in light of such Approved Amendment and (ii) mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed) on an appropriate amendment to this Addendum or the Registry Agreement.

2. The following Sections of the Registry Agreement are hereby modified by the Addendum Terms set forth in the column across from such Section.

Section	Addendum Terms
1.1	The following terms of Section 1.1 shall be of no force or effect: ", subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone"
1.3(a)(i)	The terms of Section 1.3(a)(i) are hereby amended and restated in their entirety as follows: "all material information provided and statements made in writing during the negotiation of this Agreement were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN; and"
1.3(a)(iii)	The terms of Section 1.3(a)(iii) shall be of no force or effect.
2.3	The following terms of Section 2.3 are hereby amended and restated in their entirety as follows: "**Data Escrow**. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2")."
2.4	The terms of Section 2.4 are hereby amended and restated in their entirety as follows: "**Monthly Reporting**. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").
2.8	The terms of the first sentence of Section 2.8 are hereby amended and restated in their entirety as follows: "Registry Operator must comply with the processes and procedures for ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto ("Specification 7")."
2.9	The terms of Section 2.9(a) shall be modified to include the following at the end of the provision: "The Registry-Registrar Agreement referred to in this Section 2.9(a) is the last Registry-Registrar Agreement for the TLD approved by ICANN pursuant to the registry agreement for the TLD that immediately

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	preceded this Agreement."
2.12	The terms of Section 2.12 shall be of no force or effect.
2.13	The following terms of Section 2.13 shall be of no force or effect: "In addition, in the event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument."
2.15	The following term of the first sentence of Section 2.15 shall be of no force or effect: "new"
4.3(b)	The terms of Section 4.3(b) shall be of no force or effect.
4.3(c)	The terms of Section 4.3(c) shall be of no force or effect.
4.5	The following terms of Section 4.5 shall be of no force or effect: "In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement."
4.6	The reference to "Section 2.12" in Section 4.6 shall be of no force or effect.
6.1(a)	The terms of Section 6.1(a) are hereby amended and restated in their entirety as follows: "(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the aggregate (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the

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	quarterly registry-level fixed fee will begin on the Effective Date."
6.4	The terms of Section 6.4 shall be of no force or effect.
Specification 1, § 2	The terms of the first sentence of Specification 1, Section 2 are hereby amended and restated in their entirety as follows: "**Temporary Policies**. Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security of Registry Services or the DNS ("Temporary Policies")."
Specification 5, § 2	The terms of Section 2 of Specification 5 are hereby amended and restated in their entirety as follows: "**Two Character Labels**. All two character labels that were previously reserved by Registry Operator pursuant to prior registry agreements between Registry Operator and ICANN may be allocated through ICANN-accredited registrars, subject to the following: 2.1 Registration Policy: For all new registrations after the Effective Date, Registry Operator must include a provision in its publicly available registration policy requiring a representation that the registrant of a letter/letter two-character ASCII label will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist. 2.2 Post-Registration Complaint Investigation. Registry Operator shall take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ACSCII domain. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law."
Specification 5, § 3.1.1	The terms of Section 3.1.1 of Specification 5 are hereby amended and restated in their entirety as follows:

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	"3.1.1 If Exhibit A to the Agreement specifically provides that Registry Operator may offer registration of IDNs, Registry Operator may also activate a language-specific translation or transliteration of the term "NIC" or an abbreviation for the translation of the term "Network Information Center" in the DNS in accordance with Registry Operator's IDN Tables and IDN Registration Rules. Such translation, transliteration or abbreviation may be reserved by Registry Operator and used in addition to the label NIC to provide any required registry functions. For the avoidance of doubt, Registry Operator is required to activate the ASCII label NIC pursuant to Section 3.1 of this Specification 5."
Specification 5, § 3.2	The terms of Section 3.2 of Specification 5 shall be of no force or effect.
Specification 5, § 3.4	The terms of Section 3.4 of Specification 5 are hereby amended and restated in their entirety as follows: "Registry Operator shall allocate the domain name "icann-sla-monitoring.<tld>" to the ICANN testing registrar (as such registrar is described in Section 8.2 of Specification 10). If such domain name is not available for registration in the TLD or is otherwise inconsistent with the registration policies of the TLD, Registry Operator may allocate a different domain name to the ICANN testing registrar in consultation with ICANN. The allocation of any such alternative domain name will be communicated to ICANN following such consultation. The allocation of the domain name "icann-sla-monitoring.<tld>" to the ICANN testing registrar will not be considered a Transaction for purposes of Section 6.1 of the Agreement."
Specification 5, § 5	The terms of Section 5 of Specification 5 shall be of no force or effect.
Specification 5, § 6	The terms of Section 6 of Specification 5 shall be of no force or effect.
Specification 6, § 6	The terms of Section 6 of Specification 6 shall be of no force or effect.
Specification 7, § 1	The terms of Section 1 of Specification 7 are hereby amended and restated in their entirety as follows: "**Rights Protection Mechanisms**. Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry

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	Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the Registry-Registrar Agreement entered into by ICANN-accredited registrars authorized to register names in the TLD."
Specification 8	The terms of Specification 8 shall be of no force or effect.
Specification 9, § 1(b)	The terms of Section 1(b) of Specification 9 are hereby amended and restated in their entirety as follows: "register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may reserve names from registration pursuant to Section 2.6 of the Agreement;"

3. This Addendum shall constitute an integral part of the Registry Agreement. Notwithstanding Section 7.10 of the Registry Agreement, the Registry Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) and this Addendum constitute the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. The Registry Agreement and this Addendum shall at all times be read together.

4. Except as specifically provided for in this Addendum, all of the terms of the Registry Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Addendum as if it formed part of the Registry Agreement.

5. This Addendum may be executed and delivered (including by electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
           Cyrus Namazi
           Senior Vice President, Global Domains Division

AFILIAS LIMITED

By: _____
           Huw Spiers
           Chief Financial Officer