Appendix 1
Data Escrow Specification

This Appendix 1 to the Sponsored TLD Registry Agreement consists of four of the five exhibits to the Data Escrow Agreement that constitutes Appendix 2 to the Sponsored TLD Registry Agreement:

Exhibit A-Schedule for Escrow Deposits

Exhibit B-Escrow Deposit Format Specification

Exhibit C-Escrow Transfer Process

Exhibit D-Escrow Verification Procedures

The fifth exhibit (Exhibit E), which sets forth Escrow Agent's fees, is subject to negotiation between Registry Operator and Escrow Agent.

Exhibit A
SCHEDULE FOR ESCROW DEPOSITS

Full Deposit Schedule

Full Deposits shall consist of data that reflects the state of the registry as of 0000 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) shall not be reflected in the Full Deposit.

Full Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the same Sunday.

Incremental Deposit Schedule

Incremental Deposits shall reflect database transactions made since the most recent Full or Incremental Deposit. Incremental Deposits for Mondays shall include transactions completed through 0000 UTC on that day that had not been committed to the registry database at the time the last Full Deposit was taken. Incremental Deposits on Tuesday through Saturday shall include transactions completed through 0000 UTC on the day of the deposit that were not reflected in the immediately prior Incremental Deposit.

Incremental Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the day to which the Incremental Deposit relates.

Exhibit B
ESCROW DEPOSIT FORMAT SPECIFICATION

Each Full and Incremental Deposit consists of a series of reports that are concatenated in the escrow process.

Full Deposit Contents. The reports involved in a Full Deposit are:

Domain Object Report–This reports on the contents of all domain objects in the registry database.

Host Object Report–This reports on the contents of all host objects in the registry database.

Contact Object Report–This reports on the contents of all contact objects in the registry database.

Registrar Object Report–This reports on the contents of all registrar objects in the registry database.

Incremental Deposit Contents. The report involved in an Incremental Deposit is:

Transaction Report–This reports on the contents of all transaction records included in the Incremental Deposit.

Format of Reports. All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 7 below. Item 2 describes the report container that is common to all reports. Items 3 to 7 describe the structure of the contents of the report container for each of the specific reports.

1. Escape-Character Requirements. In compliance with the XML 1.0 specification, in data escrowed using the XML format the following characters in any data elements must be replaced with the corresponding escape sequences listed here:

Character	Escape Sequence
"	"
&	&
'	'
<	<
>	&gt

2. The Report Container. At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD ("jobs"), the report type (domain, host, contact, registrar, or transaction), and

database-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="jobs" report="domain" date="26-Aug-2001 3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}

```
</escrow>
```

3. The Domain Element. The domain element has the property "fqdn" (the fully qualified name of the domain) and is a container consisting of the following elements:

a. status: The domain status code.

b. id: Unique identifier of the domain name

c. owned-by: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

d. ens-authid: ENS authorization code.

e. maintainer-url: URL of site of maintainer of domain name.

f. created-code: A reference to the transaction that created the domain object.

g. created-on: The date/time the domain object was originally created.

h. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

i. renewed-on: The date/time the domain was last renewed.

j. expires-on: The date the registration expires.

k. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

l. updated-on: The date/time the domain object was last updated.

m. transferred-by: An identification of the registrar that last transferred the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

n. transferred-on: The date/time when the domain object was last transferred.

o. transferred-code: A reference to the transaction that last transferred the domain object.

p. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.

q. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example domain container appears below:

```
<domain fqdn="example.jobs">
  <id>AAA-0001</id>
  <status>ACTIVE</status>
  <owned-by>REG-042</owned-by>
  <ens-authid>JOBS-1221</ens-authid>
  <maintainer-url>http://example.jobs</maintainer-url>
  <created-code>12345678</created-code>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on></renewed-on>
  <expires-on>1-Jul-2003</expires-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <host>dns1.example.jobs</host>
  <host>dns2.example.jobs</host>
  <contact-id type="Registrant">PER-0001</contact-id>
  <contact-id type="Administrative">PER-0002</contact-id>
  <contact-id type="Technical">PER-0003</contact-id>
  <contact-id type="Billing">PER-0004</contact-id>
</domain>
```

4. The Host Element. The host element has the property "fqdn" (the fully qualified name of the host) and is a container consisting of the following elements:

a. id: Identifier of the host.

b. owned-by: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

c. created-code: A reference to the transaction that created the host object.

d. created-on: The date/time the host object was originally created.

e. updated-by: An identification of the registrar that last updated the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

f. updated-on: The date/time the host object was last updated.

g. transferred-by: An identification of the registrar that last transferred the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

h. transferred-on: The date/time when the host object was last transferred.

i. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```
<host fqdn="dns1.example.jobs">
  <id>HST-0001</id>
  <owned-by>REG-042</owned-by>
  <created-code>12345679</created-code>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
  <ip-address>192.168.122.1</ip-address>
</host>
```

5. The Contact Element. The contact element has the property "id" and is a container consisting of the following elements:

a. name: The name of the contact.

b. organization: The organization for the contact.

c. street1: The first part of the street address of the contact.

d. street2: The second part of the street address of the contact.

e. street3: The third part of the street address of the contact.

f. city: The name of the city of the contact.

g. state-province: The name of the state/province of the contact.

h. postal-code: The postal/zip code of the contact.

i. country: The two letter ISO 3166 code for the contact's country.

j. voice: The voice phone number of the contact in E164a format.

k. fax: The fax number of the contact in E164a format.

l. email: The e-mail address of the contact.

m. owned-by: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

n. created-code: A reference to the transaction that created the contact object.

o. created-by: An identification of the registrar that created the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

p. created-on: The date/time the contact object was originally created.

q. updated-by: An identification of the registrar that last updated the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

r. updated-on: The date/time the contact object was last updated.

s. transferred-by: An identification of the registrar that last transferred the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

t. transferred-on: The date/time when the contact object was last transferred.

u. transferred-code: A reference to the transaction that last transferred the contact object.

v. status: Contact status.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <street1>1234 East 11th Street</street1>
  <street2></street2>
  <street3></street3>
  <city>New York</city>
  <state-province>NY</state-province>
  <postal-code>12345</postal-code>
```

```
  <country>US</country>
  <voice>+212.1234567</voice>
  <fax>+212.1234568</fax>
  <email>jdoe@example.jobs</email>
  <owned-by>42</owned-by>
  <created-code>12345680</created-code>
  <created-by>REG-042</created-by>
  <created-on>1-Jul-2001 12:42:22AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <status>ACTIVE</status>
</contact>
```

6. The Registrar Element. The registrar element has the property "id" and is a container consisting of the following elements:

a. password: The password for the registrar.

b. name: The name of the registrar.

c. status: The registrar status code.

d. contact-id: Any number of contact-id associated with this registrar. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrar, Administrative, Technical or Billing

An example registrar container appears below:

```
<registrar id="REG-042">
  <password>registrarrus</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Registrar">PER-0009</contact-id>
  <contact-id type="Administrative">PER-0010</contact-id>
  <contact-id type="Administrative">PER-0011</contact-id>
  <contact-id type="Technical">PER-0012</contact-id>
  <contact-id type="Technical">PER-0013</contact-id>
  <contact-id type="Billing">PER-0014</contact-id>
</registrar>
```

7. The Transaction Element. The transaction element has the properties "operation" and "type". "Operation" can be one of: add, modify or delete. "Type" can be one of: domain, host, contact or registrar. The transaction element is a container consisting of elements from the corresponding "type" element. For example, a transaction element with a "type" of "registrar" will have the same set of elements as a Registrar element.

An example transaction container appears below:

```
<transaction operation="modify" type="registrar">
  <password>new password</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Administrative">10</contact-id>
  <contact-id type="Administrative">11</contact-id>
  <contact-id type="Technical">12</contact-id>
  <contact-id type="Technical">13</contact-id>
  <contact-id type="Billing">14</contact-id>
</transaction>
```

Exhibit C
ESCROW TRANSFER PROCESS

Deposit Transfer Process. Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").

2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "jobsSEQN", where "SEQN" is a four digit decimal number that is incremented as each report is prepared.

3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.

4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.

5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

Exhibit D
ESCROW VERIFICATION PROCEDURES

Verification Procedures. Escrow Agent will verify the format and completeness of each Deposit by the following steps:

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.

2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).

3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by the Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

Distribution Of Public Keys. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent, Sponsor and ICANN shall exchange keys by the same procedure.

Appendix 2
Escrow Agreement

This Registry Data Escrow Agreement ("Agreement") is made as of this [enter date] (the "Beginning Date"), by and between [name of Registry Operator] ("Registry Operator"), [name of Escrow Agent] ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated [insert date of Sponsored TLD Registry Agreement] by and between Registry Operator and ICANN ("Sponsored TLD Registry Agreement").

Recitals

A. Registry Operator and ICANN have entered into the Sponsored TLD Registry Agreement, which requires Registry Operator, during the term of the Sponsored TLD Registry Agreement, to ensure the submission of certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Sponsored TLD Registry Agreement, Registry Operator shall ensure the periodic delivery to Escrow Agent of an electronic copy of all Registry Data, as detailed in Subsection 3.1(c) of the Sponsored TLD Registry Agreement (each such delivery referred to as a "Deposit").

C. Registry Operator and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. **Content of Deposits.** Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.

2. **Schedule for Deposits.** Registry Operator must instruct the creation and delivery to Escrow Agent of a Full Deposit once each week, according to the schedule specified in Exhibit A of Appendix 1 to the Sponsored TLD Registry Agreement. Registry Operator must instruct the creation and delivery to Escrow Agent of an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1.

3. **Format of Deposits.** The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (the "Format Specification"), attached as Exhibit B of Appendix 1.

4. **Procedure for Deposits.** Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer process described in Exhibit C of Appendix 1.

5. **Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall instruct the delivery to Escrow Agent and ICANN of a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit C of Appendix 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator (or Registry Operator's agent at Registry Operator's direction) according to the procedures described in Exhibit C of Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.

6. **Verification.** Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D of Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email and fax, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall instruct the beginning of the development of modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall instruct the delivery of such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall send ICANN a copy of the successful report within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A of Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

7. **Retention and Confidentiality.**

7.1 **Retention.** Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility which is accessible only to authorized

representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

7.2 **Destruction of Deposits.** At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit D of Appendix 1. Escrow Agent may destroy any Deposits reflecting the Registry Database prior to these four most recent Full Deposits.

7.3 **Confidentiality.** Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.1.6, 11.2, and 13 of this Agreement), Escrow Agent shall notify Registry Operator and ICANN within seven days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

8. **Duplication.** Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry Operator shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly oversee the duplication of any Deposit.

9. **Release of Deposits.** Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver all Deposits in Escrow Agent's possession (i) to Registry Operator in the event of a release pursuant to any of Sections 9.1.2, or 9.1.5, 9.1.6, 9.1.7 and 9.1.8 or (ii) to ICANN in the event of a release pursuant to Sections 9.1.1, 9.1.4, 9.1.7, or 9.1.8, or (iii) the party designated in the event of a release pursuant to Section 9.1.3, in the event that the Escrow Agent receives all of the items required by Sections 9.1, 9.2, 9.3, and 9.4 below:

9.1 One of the following notices:

9.1.1 A written notice by ICANN that the Sponsored TLD Registry Agreement has: (i) expired without renewal, pursuant to Subsection 4.1 of the Sponsored TLD Registry Agreement, or (ii) been terminated in accordance with Article VIof the Sponsored TLD Registry Agreement; or

9.1.2 A written notice by Registry Operator that the Registry Agreement has expired without renewal or been terminated; or

9.1.3 A written notice by Registry Operator, Sponsor, and ICANN requesting Escrow Agent to effect such delivery to Sponsor, ICANN, or replacement escrow agent; or

9.1.4 A written notice by ICANN that it has received no successful verification report from Escrow Agent relating to a Full Deposit reflecting the Registry Database as of any date within the past month; or

9.1.5 A written notice by Registry Operator that all of the following have occurred:

9.1.5.1 Registry Operator failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

9.1.5.2 Registry Operator gave notice to Escrow Agent of that failure; and

9.1.5.3 Registry Operator has not, within seven calendar days after the notice under Section 9.1.5.2, received notice from Escrow Agent that the Deposit has or the Deposits have been received; or

9.1.6 A written notice by Registry Operator that all of the following have occurred:

9.1.6.1 Registry Operator has received notification from Escrow Agent of failed verification of a Full Deposit or of failed verification of five Incremental Deposits within any calendar month; and

9.1.6.2 Registry Operator gave notice to Registry Operator's agent of that receipt; and

9.1.6.3 Registry Operator has not, within seven calendar days after the notice under Section 9.1.6.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.7 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.8 A written notice by ICANN or Registry Operator that a court, arbitral, legislative, or government agency of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement that mandates the release of the Deposits to ICANN and/or Registry Operator; and

9.2 Evidence satisfactory to Escrow Agent that ICANN or Registry Operator (whichever gave the notice under Section 9.1) has previously notified the other party in writing; and

9.3 Written instructions from ICANN or a replacement escrow agent (see Section 9.1.3) that the Deposits be released and delivered to whichever of them provided such written instructions; and

9.4 A written undertaking by the party(ies) receiving the Deposits (ICANN or a replacement escrow agent) that the Deposits will be used only as permitted under the terms of the Sponsored TLD Registry Agreement. Upon release of any Deposits to ICANN, Registry Operator or a replacement escrow agent, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from Registry Operator and/orICANN under Sections 9.1.1 to 9.1.8, as applicable.

10. **Release of Deposit to Registry Operator.** Escrow Agent shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

11. **Procedure After Release.**

11.1 **Right to Use Deposits.** Upon release of any Deposits to Registry Operator pursuant to Section 9, Registry Operator (or its assignee in accordance with the TLD Sponsorship Agreement) shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide registry services. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Sponsored TLD Registry Agreement) shall immediately have the right to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Agreement, including as necessary to provide registry services.

11.2 **Objection Notices.** Upon release of any Deposits to ICANN pursuant to Section 9, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Sponsored TLD Registry Agreement. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry Operator shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 **Dispute-Resolution Procedures.** Registry Operator and ICANN each agrees that it may not challenge, in proceedings for the resolution of disputes between or among those parties under this Agreement, the resolution of any issues, claims, or defenses that were decided, or which it had a reasonable opportunity and motive to raise, in proceedings to which it was a party under the Sponsored TLD Registry Agreement.

11.4 **Withdrawal of Objection Notice.** A party providing an Objection Notice may, at any time, notify the other parties that it wishes to withdraw its Objection Notice. Upon receipt of notice of such withdrawal, Escrow Agent shall promptly deliver to Registry Operator and/or ICANN any Deposits that have not previously been delivered.

11.5 **Dispute Resolution Decisions.**

11.5.1 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, the party(ies) receiving the Deposits shall promptly return or destroy, at Registry Operator's discretion, the Deposits received under Section 9.

12. **Indemnity.** Registry Operator and ICANN shall, jointly and severally, indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members, and stockholders ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder (with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders). Escrow Agent shall likewise indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, employees, members, and stockholders ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders.

13. **Interpleader.**

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by each of Registry Operator and ICANN that are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

14. **Term and Termination.**

14.1 **Term.** The initial term of this Agreement shall be [insert period of at least one year], commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through Subsection 5.1 of the Sponsored TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E to this Appendix 1.

14.2 **Termination.** This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by Registry Operator and ICANN, upon having delivered to Escrow Agent a written notice signed by ICANN stating their common intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 As provided in Section 14.1.

15. **Fees and Payments.** Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E as compensation for Escrow Agent's services under this Agreement. If Registry Operator fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Registry Operator shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. Upon payment of the past-due fee by Registry Operator, this Agreement shall continue in full force and effect. If Registry Operator fails to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination, Escrow Agent shall deliver to ICANN all Deposits held by Escrow Agent.

16. **Ownership of Deposit Materials.** Subject to the provisions of the Sponsored TLD Registry Agreement (including Subsection 6.5), the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry Operator at all times.

17. **Miscellaneous.**

17.1 **Remedies.** For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator or ICANN.

17.2 **Dispute Resolution.** Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in the Sponsored TLD Registry Agreement.

17.3 **Limitation of Liability.** The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between Registry Operator and ICANN the liability limitations of the Sponsored TLD Registry Agreement also apply. Neither Registry Operator nor ICANN shall be liable to each under for monetary damages under this Agreement.

17.4 **Independent Contractor.** Escrow Agent is an independent contractor and is not an employee or agent of Registry Operator or ICANN.

17.5 **No Third-Party Beneficiaries.** This Agreement shall not be construed to create any obligation by Registry Operator, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name holder or registrar.

17.6 **Amendments.** This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 **Assignment.** Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry Operator or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Sponsored TLD Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator and ICANN.

17.8 **Entire Agreement.** This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services. Registry Operator and ICANN acknowledge and agree that, as between themselves, the Sponsored TLD Registry Agreement (including all its

appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the Sponsored TLD Registry Agreement; and the Sponsored TLD Registry Agreement shall control in the event of any conflict between this Agreement and the Sponsored TLD Registry Agreement.

17.9 **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

17.10 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 **Notices.** All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction, or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction, or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

17.12 **Survival.** The obligation of confidentiality in Section 7, Sections 9, 10, 11, 12, 13, and this Section 17.12 shall survive any termination of this Agreement.

17.13 **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or single or partial exercise of any right, power, or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

Appendix 3
Zone File Access Agreement

1. Parties

The User named in this Agreement hereby contracts with [name of Registry Operator] ("[nickname of Registry Operator]") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by [nickname of Registry Operator] from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by [nickname of Registry Operator], [nickname of Registry Operator] will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

2. User Information

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

(f) Telephone Number: _____
(including area/country code)

(g) Fax Number: _____
(including area/country code)

(h) E-Mail Address: _____

(i) Specific Internet host machine which will be used to access [nickname of Registry Operator]'s server to transfer copies of the Data:

Name: _____

IP Address: _____

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose, not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

3. Term

This Agreement is effective for a period of three (3) months from the date of execution by [nickname of Registry Operator] (the "Initial Term"). Upon conclusion of the Initial

Term this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF [TLD label] TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

4. Grant Of Access

[nickname of Registry Operator] grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by [nickname of Registry Operator] from time to time, and to transfer a copy of the Data to the Internet host machine identified in Section 2 of this Agreement no more than once per 24 hour period using FTP or HTTP for the purposes described in this Section 4. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of [nickname of Registry Operator] or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. [nickname of Registry Operator] reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of [nickname of Registry Operator], except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

5. Fee

You agree to remit in advance to [nickname of Registry Operator] a quarterly fee of $0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. [nickname of Registry Operator] reserves the right to adjust, with the approval of ICANN, this fee on thirty days prior notice to reflect a change in the cost of providing access to the files.

6. Proprietary Rights

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

7. Method Of Access

[nickname of Registry Operator] reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, [nickname of Registry Operator] may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

8. No Warranties

The Data is being provided "as-is." [nickname of Registry Operator] disclaims all warranties with respect to the Data, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. Severability

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

10. No Consequential Damages

In no event shall [nickname of Registry Operator] be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if [nickname of Registry Operator] has been advised of the possibility of such damages.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of [home jurisdiction of Registry Operator]. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the [specify local court]. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located [home jurisdiction of Registry Operator] (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to [nickname of Registry Operator] at [address of Registry Operator]. [nickname of Registry Operator] has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by [nickname of Registry Operator] or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. Definition

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

14. Entire Agreement

This is the entire agreement between you and [nickname of Registry Operator] concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

[Full name of Registry Operator]	User:
By: (sign)	By: (sign)
Name: (print)	Name: (print)
Title:	Title:
Date:	Date:

ASSIGNED USERID AND PASSWORD

(To be assigned by [nickname of Registry Operator] upon execution of this Agreement):

Appendix 4
Registry Operator's Monthly Report

Registry Operator shall provide the following information in its monthly reports. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

1. Accredited Registrar Status. State the number of registrars in each of the following three categories: (1) operational, (2) ramp-up (registrars that have received a password for access to OT&E), and (3) pre-ramp-up (registrars that have requested access, but have not yet entered the ramp-up period).

2. Service Level Agreement Performance. Compare Service Level Agreement requirements with actual performance measures for the reporting month.

3. TLD Zone File Access Activity. State the total number of zone file access passwords at end of the reporting month.

4. Completed System Software Releases. Describe significant releases during the reporting month, including release name, features, and completion date.

5. Whois Service Activity. State the number of Whois queries during the reporting month.

6. Total Number of Transactions by Subcategory by Month. State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers, restores.

7. Daily Transaction Range. Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.

8. Per-Registrar Activity Report. This report shall be transmitted to ICANN electronically in comma or pipe separated-value format, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)

06	net-adds-2-yr	number of domains successfully registered with an initial term of two years
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically

28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report

Appendix 5
Whois Specifications

Public Whois Specification

Public Whois for the Sponsored TLD will be provided according to the specification described in Appendix S.

Whois Provider Data Specification

Registry Operator shall ensure the provision of bulk access to up-to-date data concerning domain name and nameserver registrations maintained on behalf of Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN (the "Designated Recipient"). Any agreement between ICANN and a Designated Recipient for the license of such data (a "Whois License Agreement") will provide Registry Operator with the right to enforce the Designated Recipient's obligations under this Appendix and the Whois License Agreement directly against the Designated Recipient, whether through being made a party to or third-party beneficiary of such agreement or through such other means as may be appropriate. In addition, any Whois License Agreement will include the following provisions governing the use of such data by the Designated Recipient:

1. The Designated Recipient shall only use the data provided by the Registry Operator for the purpose of providing free public query-based Whois access as described in Section 3.1(c)(v) of the Sponsored TLD Registry Agreement. The Designated Recipient may not use such data for any other purpose.

2. The Designated Recipient shall use best efforts to implement any corrections to the data provided by the Registry Operator as soon as practicable.

3. The Designated Recipient must take such technical and organizational security measures as are, at a minimum, equivalent to those implemented by the Registry Operator with respect to such data.

4. Except for providing free public query-based access according to item 1 above, the Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry Operator and ICANN during the design process as well as during the IETF standards process. In addition, Registry Operator agrees to

ensure the implementation of changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following provides the target architecture and initial functionality.

A. Procedures for Providing Access

Registry Operator shall ensure the preparation of (i) full data sets for one day of each week (the day to be designated by ICANN) and (ii) incremental data sets for all seven days of each week. Full and incremental data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays. (Note that on the ICANN-designated day both an incremental and a full data set are prepared.)

1. **Preparation of Files Containing Data Sets.** Each full and incremental data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

For full data sets: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

For incremental data sets: "wiYYMMDD" where "YYMMDD" follows the same format.

b. The Registry Operator may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors in case of transfer fault. The Registry Operator may optionally specify to compress the document using the Unix GZIP command (or equivalent) to reduce the file size.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) The Data Recipient's public key will be used for the encryption and the Registry Operator's private key will be used for the signature. Public keys will be exchanged between the Registry Operator and the Designated Recipient by e-mail, physical delivery of floppy diskettes, or other agreed means.

2. **Transmission of Full Data Sets.** Once prepared, full data sets will be provided either by the procedures for incremental data sets described in item A(3) below or, at the option of either the Registry Operator or the Designated

Recipient, by writing the full data set to DAT tape (or other media mutually agreed by Registry Operator and the Designated Recipient) and sending it to the Designated Recipient by expedited delivery service (such as FedEx or DHL). If sent by expedited delivery service, the full data set will be scheduled for arrival no later than the second calendar day following the day to which the full backup relates.

3. **Transmission of Incremental Data Sets.** To permit the transmission of incremental data sets, Registry Operator shall specify to make them available for download by the Designated Recipient by Internet File Transfer Protocol. Incremental data sets will be made available for download no later than 2000 UTC on the day to which they relate.

B. Content

The data sets (whether full or incremental) will consist of four types of objects:

1. **Domain Objects.** One type of object is the domain object, which corresponds to a single Registered Name. Each domain object includes the following data:

Domain ID
Domain Name
Sponsoring Registrar (IANA-assigned identifier)
Domain Status
ENS_AuthId
Registrant, Administrative, Technical and Billing Contact Information (references to appropriate contact objects)
Maintainer URL
Names of Nameservers associated with this domain
Created by Registrar (IANA-assigned identifier)
Last Updated by Registrar (IANA-assigned identifier)
Last Transferred Date
Additional fields (Registry Operator specified)
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

2. **Nameserver Objects.** A second type of object is the nameserver object, which corresponds to a single registered nameserver. The nameserver object includes the following data:

Nameserver ID
Nameserver Name
IP Addresses associated
Sponsoring Registrar (IANA-assigned identifier)
Created by Registrar (IANA-assigned identifier)
Nameserver Last Updated by Registrar (IANA-assigned identifier)
Created Date

Last Updated Date
Last Transferred Date

3. **Contact Objects.** A third type of object is the contact object, which corresponds to a single contact (whether registrant, administrative, technical, or billing contact). The contact object includes the following data:

Contact ID
Contact Name
Contact Organization
Contact Address, City, State/Province, Country
Contact Postal Code
Contact Phone, Fax, E-mail
Contact Registration Date
Contact Last Updated Date
Currently Associated
Contact Status
Additional fields (Registry Operator specified)
Sponsoring Registrar (IANA-assigned identifier)
Created Registrar (IANA-assigned identifier)
Last Transferred Date

4. **Registrar Object.** The final type of object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)
Registrar Name
Registrar Status
Registrar Address, City, State/Province, Country
Registrar Postal Code
Registrar Phone, Fax, E-mail
Registrar Administrative Contacts
Registrar Technical Contacts
Registrar Billing Contacts

5. **Objects Contained in Full and Incremental Data Sets.** Full data sets include one domain object for each Registered Name within the Sponsored TLD; and nameserver, contact, and registrar objects for each nameserver, contact, and registrar referred to in any domain object. Incremental data sets consist of (a) those of the objects constituting a full data set that have been added or updated since the last incremental data set and (b) notations of deletion of any objects since the last incremental data set.

C. Format

Full and incremental data sets will be XML version 1.0, UTF-8 encoded documents conforming to the following document type definition:

```
<!DOCTYPE whois-data [
  <!ELEMENT whois-data (domain*, del-domain*, nameserver*, del-nameserver*,
contact*, del-contact*, registrar*, del-registrar*) >
  <!-- del-domain, del-nameserver, del-contact, and del-registrar child elements
are only meaningful where the attribute type= "Incremental" -->
  <!ATTLIST whois-data
    tld NMTOKEN #FIXED "jobs"
    date CDATA #REQUIRED
    type (Full | Incremental)
  version CDATA #FIXED "1.0" >
  <!ELEMENT domain (name, url)>
  <!ATTLIST domain
    dom-id ID #REQUIRED
    registrar-id IDREF #REQUIRED
    registrant-id IDREF #REQUIRED
    ENS_AuthId IDREF #REQUIRED
    admin-id IDREF #REQUIRED
    tech-id IDREF #REQUIRED
    billing-id IDREF #REQUIRED
    nameserver-id IDREFS #IMPLIED
    status (NEW | ACTIVE | INACTIVE | HOLD | LOCK | CLIENT-HOLD | CLIENT-
LOCK | PENDING-TRANSFER | PENDING-DELETE)
    created-by IDREF #REQUIRED
    updated-by IDREF #REQUIRED
    cre-date CDATA #REQUIRED
    exp-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #REQUIRED>
  <!ELEMENT del-domain EMPTY >
  <!-the presence of this element in an incremental data set indicates that the
domain has been deleted since the last incremental data set -->
  <!ATTLIST del-domain
    dom-id ID #REQUIRED >
  <!ELEMENT nameserver (name, ip, ip+) >
  <!ATTLIST nameserver
    nameserver-id ID #REQUIRED
    registrar-id IDREF #REQUIRED
    created-by IDREF #REQUIRED
    updated-by IDREF #REQUIRED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #REQUIRED >
  <!ELEMENT del-nameserver EMPTY >
  <!-the presence of this element in an incremental data set indicates that the
nameserver has been deleted since the last incremental data set -->
  <!ATTLIST del-nameserver
```

```
    nameserver-id ID #REQUIRED >
  <!ELEMENT contact (name, org, address, post-code, country, phone, fax-, e-
mail) >
  <!ATTLIST contact
    contact-id ID #REQUIRED
    registrar-id IDREF #REQUIRED
    created-by IDREF #REQUIRED
    updated-by IDREF #REQUIRED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #REQUIRED >
  <!ELEMENT del-contact EMPTY >
  <!-the presence of this element in an incremental data set indicates that the
contact has been deleted since the last incremental data set -->
  <!ATTLIST del-contact
    contact-id ID #REQUIRED >
  <!ELEMENT registrar (reg-status, url) >
  <!ATTLIST registrar
    registrar-id ID #REQUIRED
    contact-id IDREF #REQUIRED
    admin-id IDREFS #REQUIRED
    tech-id IDREFS #REQUIRED
    billing-id IDREFS #REQUIRED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED>
  <!ELEMENT del-registrar EMPTY >
  <!-the presence of this element in an incremental data set indicates that the
registrar has been deleted since the last incremental data set -->
  <!ATTLIST del-registrar
    registrar-id ID #REQUIRED >
  <!ELEMENT name (#PCDATA) >
  <!ELEMENT ip (#PCDATA) >
  <!ELEMENT org (#PCDATA) >
  <!ELEMENT address (#PCDATA) >
  <!ELEMENT post-code (#PCDATA) >
  <!ELEMENT country EMPTY >
  <!ATTLIST country cc (AF | AL | DZ | AS | AD | AO | AI | AQ | AG | AR | AM |
AW | AU | AT | AZ | BS | BH | BD | BB | BY | BE | BZ | BJ | BM | BT | BO | BA |
BW | BV | BR | IO | BN | BG | BF | BI | KH | CM | CA | CV | KY | CF | TD | CL | CN
| CX | CC | CO | KM | CG | CD | CK | CR | CI | HR | CU | CY | CZ | DK | DJ | DM |
DO | TP | EC | EG | SV | GQ | ER | EE | ET | FK | FO | FJ | FI | FR | GF | PF | TF |
GA | GM | GE | DE | GH | GI | GR | GL | GD | GP | GU | GT | GN | GW | GY | HT |
HM | VA | HN | HK | HU | IS | IN | ID | IR | IQ | IE | IL | IT | JM | JP | JO | KZ | KE |
KI | KP | KR | KW | KG | LA | LV | LB | LS | LR | LY | LI | LT | LU | MO | MK | MG |
MW | MY | MV | ML | MT | MH | MQ | MR | MU | YT | MX | FM | MD | MC | MN |
MS | MA | MZ | MM | NA | NR | NP | NL | AN | NC | NZ | NI | NE | NG | NU | NF |
```

MP | NO | OM | PK | PW | PS | PA | PG | PY | PE | PH | PN | PL | PT | PR | QA |
RE | RO | RU | RW | SH | KN | LC | PM | VC | WS | SM | ST | SA | SN | SC | SL |
SG | SK | SI | SB | SO | ZA | GS | ES | LK | SD | SR | SJ | SZ | SE | CH | SY | TW
| TJ | TZ | TH | TG | TK | TO | TT | TN | TR | TM | TC | TV | UG | UA | AE | GB |
US | UM | UY | UZ | VU | VE | VN | VG | VI | WF | EH | YE | YU | ZM | ZW | AC |
GG | IM | JE | UK) >
 <!ELEMENT phone (#PCDATA) >
 <!ELEMENT fax (#PCDATA) >
 <!ELEMENT e-mail (#PCDATA) >
 <!ELEMENT reg-status (#PCDATA) >
 <!ELEMENT url (#PCDATA) >

Whois Data Specification – ICANN

Registry Operator shall ensure the provision of bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services, the DNS, and the Internet.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry Operator and ICANN during the design process as well as during the IETF standards process. In addition, Registry Operator shall implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following represents the target architecture and initial functionality.

A. Procedures for Providing Access

Registry Operator shall ensure the preparation of a full data set for one day of each week (the day to be designated by ICANN). Full data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays.

1. Preparation of Files Containing Data Sets. Each full data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

"wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

b. The Registry Operator may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an .MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors. The Registry Operator may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the filesize.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) An ICANN public key will be used for the encryption and the Registry Operator's private key will be used for the signature. Public keys will be exchanged between the Registry Operator and ICANN by e-mail, physical delivery of floppy diskettes or other agreed means.

2. Transmission of Full Data Sets. Once prepared, full data sets will be provided according to paragraph a below or, at Sponsor and Registry Operator's option, according to paragraph b below:

a. Registry Operator shall specify to make full data sets available for download by ICANN by Internet File Transfer Protocol (FTP) (FTP access will be password protected and limited to prespecified IP ranges). The data sets will be made available for download beginning no later than 2000 UTC on the day to which they relate and until the next full data set becomes available for download.

b. Registry Operator shall specify to write the full data set to DAT (DDS-4) tape (or other media specified by ICANN) and ensure the tape is sent to ICANN by expedited delivery service (such as FedEx or DHL). The full data set will be scheduled for arrival at ICANN no later than the second calendar day following the day to which the data set relates.

B. Content

The full data sets will consist of the objects and contents described for full data sets in the "Public WhoIs" section of Appendix S.

C. Format

Full data sets will be XML version 1.0, UTF-8 encoded documents conforming to the schema/document type declaration set forth in Exhibit B of Appendix 1.

Appendix 6
Schedule of Reserved Names

Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry Operator shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

A. Labels Reserved at All Levels. The following names shall be reserved at the second level and at all other levels within the TLD at which Registry Operator makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic

- rfc-editor

- ripe

- root-servers

B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

- All single-character labels.

- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD. They may be used by Registry Operator, but upon conclusion of Registry Operator's designation as operator of the registry for the Registry TLD they shall be transferred as specified by ICANN:

- nic

- whois

- www

Appendix 7
Functional and Performance Specifications

Pursuant to the responsibility delegated to it in Appendix S, Registry Operator will prescribe functional requirements for Registry Services provided for the Sponsored TLD which shall ensure that at least the following minimum functional capabilities are provided.

1. Conventions

The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.

2. Nameserver Requirements

The nameservers for the Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs): 1034, 1035, 1101, 2181, 2182. In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC 2234:

```
dot = %x2E ; "."
dash = %x2D ; "-"
alpha = %x41-5A / %x61-7A ; A-Z / a-z
digit = %x30-39 ; 0-9
ldh = alpha / digit / dash
id-prefix = alpha / digit
label = id-prefix [*61ldh id-prefix]
sldn = label dot label; not to exceed 254 characters
hostname = *(label dot) sldn; not to exceed 254 characters
```

There MUST be nameservers for the Sponsored TLD on at least five different network segments. So that the IANA has zone-file access, zone-file transfers MUST be enabled at all nameservers for transfers to at least 128.9.0.0/16 and 192.0.32.0/20.

3. Registry System Requirements

The registry system MUST enforce the name reservations and Charter requirements set forth in Appendix S.

4. Whois Service Requirements

Whois service MUST meet at least the functional specifications set forth in Appendix 5.

5. Data Escrow Requirements

Data escrow MUST meet at least the functional specifications set forth in Appendix 1. The registry shall be capable of storing the data to be escrowed.

6. Reporting Requirements

The registry system MUST provide data sufficient to meet the reporting requirements set forth in Appendix 4.

7. Performance Specifications

DNS Service Availability. Service availability as it applies to the DNS Service refers to the ability of the Nameservers, as a group, to resolve a DNS query from an Internet user. The committed Performance Specification is 99.999% measured in Monthly Timeframes.

Performance Level. At any time at which it is available, each Nameserver (including a cluster of Nameservers addressed at a shared IP address) MUST be able to handle a load of queries for DNS data that is three times the measured daily peak (averaged over the Monthly Timeframe) of such requests on the most loaded Nameserver.

Cross-Network Nameserver Performance Requirements. The committed Performance Specification for cross-network Nameserver performance is a measured Round-trip time of under 300 ms and measured packet loss of under 10%. Cross-network Nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:

> The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the Nameservers and observing the responses from the Nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).

> Each string of request packets will consist of 100 UDP packets at 10-second intervals requesting ns records for arbitrarily selected second-level domains in the Sponsored TLD, preselected to ensure that the names exist in the Sponsored TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received will be noted.

> To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:

>> The Round-trip time and packet loss from each measurement location to at least one Nameserver must not exceed the required values.

The Round-trip time to each of 75% of the Nameservers from at least one of the measurement locations must not exceed the required value.

The packet loss to each of the Nameservers from at least one of the measurement locations must not exceed the required value.

Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of day, as well as on different days of the week). The cross-network Nameserver performance requirement will be deemed to have not been met only if the Nameservers persistently fail the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

In the event of persistent failure of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

If, following Registry Operator's opportunity to cure, the Nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem within thirty days after written notice of the continuing failures, Registry Operator will be in breach of its obligations under the Registry Agreement.

Sixty days before the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools and procedures to be used by ICANN. In the event that Registry Operator does not approve of such tools and procedures, ICANN will work directly with Registry Operator to make necessary modifications.

Whois Service Availability. The committed Performance Specification for Whois Service is 99.4% measured in Monthly Timeframes.

Whois Service Performance Level. The Whois Service will, on average, be able to handle 50 queries per second.

Whois Service Response Times. The Whois Service will have a worst-case response time of 1.5 seconds, not including network delays, before it will be considered unavailable.

Whois Service Updates. The data provided by the Whois Service will be updated on at least a daily basis.

8. Wide Location of Data Centers

Data centers for registration services will be provided by the back-end provider, currently VeriSign, and will exhibit a wide location of data centers. The primary

data center is located in Virginia, USA. The dependent, C2 center is located in the United Kingdom. A disaster recovery data center is also located in Virginia, USA, but on a different power grid than the primary data center.

9.   Fail Over Practice

Fail over from one data center to another will be practiced at least once every two years as part of the registry's robust disaster recovery plan. Any such fail over practice will be planned in advance, and the registrars will be given advance notification.

10.   EPP

Registry Operator will be deploying EPP v.1.0 for communications with the registry.

Appendix S

Contents

Part I.

.JOBS Charter

I.

The .JOBS TLD will be established to serve the needs of the international human resource management community (the "Community"). "Human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization – people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

II.

The .JOBS TLD will be managed by Employ Media in accordance with (i) the provisions of this charter (the "Charter"); (ii) the interests of the Community; and (iii) policy directives from The Society for Human Resource Management ("SHRM"), as "Sponsor."

III.

SHRM shall act as the policy delegate responsible for establishing registration requirements for second-level domains in the .JOBS TLD, consistent with this Charter and in the interests of the Community. As the world's largest human resource management association, SHRM's tax-exempt purposes include the promotion of the use of sound and ethical human resource practices.

IV.

The following persons may request registration of a second-level domain within the .JOBS TLD:

  (a) members of SHRM; or
  (b) persons engaged in human resource management practices that meet any of the following criteria: (i) possess salaried-level human resource management experience; (ii) are certified by the Human Resource Certification Institute; (iii) are supportive of the SHRM Code of Ethical and Professional Standards in Human Resource Management, as amended from time to time, a copy of which is attached hereto.

V.

The Sponsor may establish stricter requirements for permitting registrations.

VI.

Employ Media will promptly convey to ICANN any modifications that are made to the definition of the Community as determined by the Sponsor.

SHRM Code of Ethical
and Professional Standards
in Human Resource Management

Society for Human Resource Management
CODE PROVISIONS

****
PROFESSIONAL RESPONSIBILITY

Core Principle

As HR professionals, we are responsible for adding value to the organizations we serve and contributing to the ethical success of those organizations. We accept professional responsibility for our individual decisions and actions. We are also advocates for the profession by engaging in activities that enhance its credibility and value.

Intent

- To build respect, credibility and strategic importance for the HR profession within our organizations, the business community, and the communities in which we work.

- To assist the organizations we serve in achieving their objectives and goals.

- To inform and educate current and future practitioners, the organizations we serve, and the general public about principles and practices that help the profession.

- To positively influence workplace and recruitment practices.

- To encourage professional decision-making and responsibility.

- To encourage social responsibility.

Guidelines

1. Adhere to the highest standards of ethical and professional behavior.

2. Measure the effectiveness of HR in contributing to or achieving organizational goals.

3. Comply with the law.

4. Work consistent with the values of the profession.

5. Strive to achieve the highest levels of service, performance and social responsibility.

6. Advocate for the appropriate use and appreciation of human beings as employees.

7. Advocate openly and within the established forums for debate in order to influence decision-making and results.

PROFESSIONAL DEVELOPMENT

Core Principle

As professionals we must strive to meet the highest standards of competence and commit to strengthen our competencies on a continuous basis.

Intent

- To expand our knowledge of human resource management to further our understanding of how our organizations function.

- To advance our understanding of how organizations work ("the business of the business").

Guidelines

1. Pursue formal academic opportunities.

2. Commit to continuous learning, skills development and application of new knowledge related to both human resource management and the organizations we serve.

3. Contribute to the body of knowledge, the evolution of the profession and the growth of individuals through teaching, research and dissemination of knowledge.

4. Pursue certification such as CCP, CEBS, PHR, SPHR, etc. where available, or comparable measures of competencies and knowledge.

ETHICAL LEADERSHIP

Core Principle

HR professionals are expected to exhibit individual leadership as a role model for maintaining the highest standards of ethical conduct.

Intent

- To set the standard and be an example for others.

- To earn individual respect and increase our credibility with those we serve.

Guidelines

1. Be ethical; act ethically in every professional interaction.

2. Question pending individual and group actions when necessary to ensure that decisions are ethical and are implemented in an ethical manner.

3. Seek expert guidance if ever in doubt about the ethical propriety of a situation.

4. Through teaching and mentoring, champion the development of others as ethical leaders in the profession and in organizations.

FAIRNESS AND JUSTICE

Core Principle

As human resource professionals, we are ethically responsible for promoting and fostering fairness and justice for all employees and their organizations.

Intent

To create and sustain an environment that encourages all individuals and the organization to reach their fullest potential in a positive and productive manner.

Guidelines

1. Respect the uniqueness and intrinsic worth of every individual.

2. Treat people with dignity, respect and compassion to foster a trusting work environment free of harassment, intimidation, and unlawful discrimination.

3. Ensure that everyone has the opportunity to develop their skills and new competencies.

4. Assure an environment of inclusiveness and a commitment to diversity in the organizations we serve.

5. Develop, administer and advocate policies and procedures that foster fair, consistent and equitable treatment for all.

6. Regardless of personal interests, support decisions made by our organizations that are both ethical and legal.

7. Act in a responsible manner and practice sound management in the country(ies) in which the organizations we serve operate.

CONFLICTS OF INTEREST

Core Principle

As HR professionals, we must maintain a high level of trust with our stakeholders. We must protect the interests of our stakeholders as well as our professional integrity and should not engage in activities that create actual, apparent, or potential conflicts of interest.

Intent

To avoid activities that are in conflict or may appear to be in conflict with any of the provisions of this Code of Ethical and Professional Standards in Human Resource Management or with one's responsibilities and duties as a member of the human resource profession and/or as an employee of any organization.

Guidelines

1. Adhere to and advocate the use of published policies on conflicts of interest within your organization.

2. Refrain from using your position for personal, material or financial gain or the appearance of such.

3. Refrain from giving or seeking preferential treatment in the human resources processes.

4. Prioritize your obligations to identify conflicts of interest or the appearance thereof; when conflicts arise, disclose them to relevant stakeholders.

USE OF INFORMATION

Core Principle

HR professionals consider and protect the rights of individuals, especially in the acquisition and dissemination of information while ensuring truthful communications and facilitating informed decision-making.

Intent

To build trust among all organization constituents by maximizing the open exchange of information, while eliminating anxieties about inappropriate and/or inaccurate acquisition and sharing of information

Guidelines

1. Acquire and disseminate information through ethical and responsible means.

2. Ensure only appropriate information is used in decisions affecting the employment relationship.

3. Investigate the accuracy and source of information before allowing it to be used in employment related decisions.

4. Maintain current and accurate HR information.

5. Safeguard restricted or confidential information.

6. Take appropriate steps to ensure the accuracy and completeness of all communicated information about HR policies and practices.

7. Take appropriate steps to ensure the accuracy and completeness of all communicated information used in HR-related training.

6

Part II.

Delegated Authority

The following areas of responsibility for development of policies for the Sponsored TLD are delegated to the Registry Operator, who has engaged The Society for Human Resource Management as policy delegate and VeriSign Naming and Directory Services, Inc., as a back-end provider to assist in provision of such responsibilities, provided the other provisions of the Sponsored TLD Registry Agreement and its Attachments are followed:

1. Establishment of naming conventions to be used in the Sponsored TLD.

2. Restrictions on what types of people or entities may register Registered Names (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter (Attachment 1) is not exceeded.

3. Restrictions on how Registered Names may be used (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter (Attachment 1) is not exceeded.

4. Performance of Eligibility and Name-Selection Services (ENS Services), either directly by the Registry Operator or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services.

5. Mechanisms for enforcement of the restrictions in items 1, 2 and 3, including procedures for cancellation of registrations.

6. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.

7. Selection of back-end registry provider and establishment of the terms of agreement between the Registry Operator and the provider.

8. Functional and performance specifications for, and pricing of, Registry Services.

9. Matters concerning the operation of the registry for the Sponsored TLD.

10. Selection of ICANN-Accredited Registrars to act as registrars for the Sponsored TLD (see Subsection 7.1), consistent with Attachments 8 and 9.

11. Terms of agreement to be offered by the Registry Operator to ICANN-Accredited Registrars selected by the Registry Operator, including provisions for fair treatment by the Registry Operator of those registrars.

12. Practices of ICANN-Accredited Registrars selected by Registry Operator with respect to Registered Names and their registration.

13. Terms of agreement between Registry Operator, registrars and registrants under which Registered Names are registered.

14. Uses and practices by registrants with respect to Registered Names.

15. Procedures and schedule for the start-up of the Sponsored TLD, provided they are consistent with Attachment 8.

16. Provisions for publication of registry and registrar data consistent with the Sponsored TLD Registry Agreement and Registrar Accreditation Agreements.

17. Terms of agreement between or among Registry Operator, registrars, and registrants necessary to give effect to the above.

18. Authorization to initiate the .jobs Policy Development Process (PDP) in place between the Registry Operator and the policy delegate, currently the Society for Human Resource Management, and to enact such policies produced by the PDP.

19. Other areas of responsibility as agreed to in writing by both ICANN and Registry Operator.

Description of Sponsored TLD Community

The .JOBS TLD is intended to serve the needs of the international human resource management community (the "Community"). "Human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization – people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

Part IV.

Start-Up Plan

This Attachment specifies the start-up plan for the .jobs TLD. The plan consists of a multiphase process summarized below.

PHASE	TIME FRAME	DESCRIPTION
0. POLICY DEVELOPMENT	Began: 2003 Status: Completed	.jobs Charter; .jobs Policy Development Process; Eligible Name Service: companyname.jobs
1. SYSTEM BUILD	March – September 2005	Build registry system
2. INITIAL RESERVATIONS	May - June 2005	Initial reservations for registrant; Intellectual Property concerns
3. FAMILIARIZATION & CONSULTATION	July - September 2005	Personnel Management Association (PMA) reserved into Pending Status
4. TESTING	July - September 2005	Registry System Tested; Billing System Tested; Registrar Operational Test and Evaluation (OT&E)
5. ATTRIBUTION OF NAMES	September 2005	Registry create of reserved names
6. PRE-LAUNCH	Begin: October 2005 End: TBD	PMA Registration Period
7. NORMAL OPERATIONS	Begin at end of Pre-Launch	Domain Name Registration open to all Eligible Community Members

PHASE 0: POLICY DEVELOPMENT

Policy development for .jobs name registration began in 2003. In conjunction with its designated policy delegate, the Society for Human Resource Management (SHRM), the following policy determinations have been developed:

    0.1 The definition of the .jobs Charter (completed)
    0.2 The definition of the .jobs Policy Development Process (completed)
    0.3 Eligible Names Service to be in the format of companyname.jobs (completed)

PHASE 1: SYSTEM BUILD

Work with back-end provider (e.g., VNDS) to provide the back-end Registry system and services related to providing and maintaining the system (e.g., registrar help desk and billing).
        1.1   Modify system specs to conform to ICANN registry agreement service
                levels and performance guidelines.

1.2   Design .jobs registry system integration within VNDS constellation system.

1.3   Provision VNDS and Registry Operator resources towards building system and system integration with other systems (i.e., registrars, Registry Operator back-end systems, etc.).

1.4   Build Registry system with targeted build date of September, 2005.

It is anticipated that Phase 2 and 3 reservations will be received via a reservation system (either provided though the Registrars, by Registry Operator, by a third party under Registry Operator's direction or by coordination between Registrars and Registry Operator). In Phase 1, the .jobs reservation system will be built.

1.5   Create reservation system design based upon Phase 2 and Phase 3 reservation requirements.

1.6   Create a robust reservation system capable of receiving reservations from Qualified Applicants, including information required for verification purposes.

1.7   Design reservation system to be capable of both batch reservations (e.g., Phase 2) and non-batch reservations (e.g., Phase 3).

1.8   Create reservation system database design.

1.9   Provision resources towards building the reservation system up to design specifications.

1.10   Build the reservation system.

1.11   Upload the reservation system for comprehensive testing.

1.12   Perform comprehensive testing of reservation system.

During this Phase Registry Operator will begin discussions with ICANN-accredited Registrars towards execution of an RAA towards commencing registration activities in later Phases and/or accepting reservations in Phase 2.

PHASE 2: INITIAL RESERVATIONS

Phase 2 will last for 2 months (or otherwise as Registry Operator will inform ICANN during Phase 0 or 1 based upon input from the Community) and will allow Employer Organizations wishing to protect their trade name(s) to submit reservation application(s) for domain names reflecting their trade name.

2.1   During Phase 2 only Qualified Applicants (i.e., persons identified in the .JOBS Charter IV, see Attachment 1) who are members of a PMA may submit reservation application(s). Qualified Applicants must evince their status as a PMA member during the application process.

2.2   All applications submitted during the Phase 2 will be internally processed regarding verification. The Registry Operator may require an applicant to submit additional evidence of trade name status in order to complete processing of an application.

2.3   All applications will be held until the completion of Phase 2 (i.e., no registrations will be created in the Registry during Phase 2). During this

time the verification system will be tested and modified as required to accommodate live applications.

Members of the Community will be encouraged to submit reservation applications for domains for which intellectual property concerns (i.e., trade names) may arise. It is believed that the great majority of intellectual property concerns will be addressed by policy limitations on registrations; namely, (1) that registrations may only be for the legal name of an employer organization (the registrant – excluding punctuation and identifiers such as "the" or "inc"), a name or abbreviation under which the employer is commonly known or includes such a legal or commonly-known name or identifier; and (2) that certain generic terms, occupational identifiers, geographic terms, etc., as identified as Registry Operator reserved names, will not be available for registration, regardless of whether such domain is otherwise qualified under (1).

2.4   As part of the verification process, a Registry Operator compliance officer will review each application (i.e., review is not an entirely automated process) to determine if the application is verifiable (e.g., evinces status as an Employer Organization, Qualified Applicant evinces status as a member of a PMA, etc.).

2.5   As reservation applications are batch-processed, there will be no benefit to a "land rush," i.e., it is not anticipated that there will be a rush to be the first to reserve a particular name. To the extent such a rush occurs, anyway, the reservation system will accept all reservation applications and each application will be processed in batch with all other reservation applications.

It is acknowledged that multiple potential registrants may apply for a single .jobs domain name.

2.6   If, after Registry Operator's verification process, more than one qualified potential registrant remains for a single domain, an attempt will be made to resolve the situation among the qualified parties. Best efforts will be used to resolve such situations during Phase 2.

2.7   In the event any such situation is not resolved during the Phase 2, the domain at-issue will be set aside pending resolution between the parties.

2.8   In resolving such situations, the parties will be encouraged to implement a mechanism which allows all users to accurately resolve to the employer of choice (e.g., a general redirection page) or to decide among themselves which entity will get the registration.

2.9   In the event that a resolution can not be achieved, the reservation applications will be reviewed to determine if any resolution can be determined based upon established guidelines for registration. For example, it is anticipated that an application for an exact legal name would take priority over an applicant for a commonly-known name which is not a legal name.

2.10 In the event no such resolution occurs, or if more than one applicant remains after such a screening, a priority among the applicants will be determined (e.g., randomly), and each applicant will be given an opportunity within a limited time frame to file one or more UDRP actions (as modified for .jobs) to determine rights to the domain.

At the conclusion of Phase 2, all applications which have been verified and are otherwise not involved in a dispute resolution will be placed in pending status.

PHASE 3: FAMILIARIZATION & CONSULTATION

.jobs will enter a Familiarization and Consultation period where .jobs will be promoted to PMA membership. Reservation applications will be accepted from Qualified Applicants who are members of a PMA. Verified reservation applications will be placed in pending status (i.e., no batch processing of Phase 2).

3.1 The Registry Operator will continue education, awareness and marketing activities towards PMA members.

3.2 The goals of these activities will be to further awareness of the .jobs TLD, to educate PMA members as to the rules and policies governing registrations of .jobs TLD's, to educate PMA members regarding when and how .jobs domain may be registered, and to promote registrations in the .jobs TLD (subject to policies and rules).

Application reservations will be accepted from those meeting eligibility requirements.

3.3 Eligible requests will be placed in pending status.

PHASE 4: TESTING

Registry Operator will conduct comprehensive testing of the registry system (including the billing system) and registration procedures (including interfaces with Registrars).

4.1 Testing will confirm that all entities involved in the registration process are adequately prepared for the commencement of Phase 5 and that the process itself is robust.

4.2 Before a Registrar is allowed to join the live Shared Registry System it must first pass Operational Test and Evaluation (OT&E) certification.

4.3 The purpose of OT&E certification is to verify the correct operation of a Registrar's client system.

PHASE 5: ATTRIBUTION OF NAMES

After the registry system has been converted into production, a registry create command will be initiated in the registry system for (1) domain names reserved from registration, (2) pending domain names reserved during Phase 2, and (3) pending domain names reserved during Phase 3.

5.1   Whois service and zone-file access will begin at the conclusion of Phase 5.

5.2   Data escrow will begin no later than 90 days after conclusion of Phase 5.

PHASE 6: PRE-LAUNCH

The Pre-Launch Phase is intended as a concept phase of the .jobs pending/create functionality and is to include wide adoption of ICANN Accredited Registrars via the Shared Registry System (SRS) and eligible members of PMA's.

6.1   Applications will be accepted from Qualified Applicants who are members of a PMA. Applications will be placed directly into the Registry with Pending status.

6.2   The verification process, including verification partners, will be more widely and thoroughly tested than during previous phases of launch.

6.3   Upon verification of an application, the domain will be created in the Registry. A domain in Pending status unable to be successfully verified will be deleted from the Registry.

The goal is to propagate the functionality of the .jobs name space in the best interests of the Community and in a manner to ensure security and stability prior to Phase 7, Normal Operations.

The duration of Phase 6 will be determined by a variety of factors, including (1) the level of compliance conformity during previous Phases; (2) the nature/length of any disputes left over from Phase 2; (3) the demand of previous Phases, particularly including early weeks/months of Phase 6; (4) the anticipated demand of Phase 7 – normal operations; (5) input of the Community; and (6) input from ICANN.

6.4   It is anticipated that Phase 6 will last on the order of 6 months.

6.5   In any event, Registry Operator will report to ICANN the results of compliance conformity and, based upon the factors listed above, will advance to Phase 7 with at least 30 days notice to ICANN.

PHASE 7: NORMAL OPERATIONS

Upon achieving satisfactory results in Phase 6 as detailed above, .jobs will enter normal operations whereupon all members of the Community will be able to apply for a registration from a .jobs participating Registrar.

The Registry Operator may from time to time introduce new categories of domain registrations, consistent with the Charter and in compliance with the provisions of this Sponsored TLD Registry Agreement. Registry Operator reserves the right to introduce additional start-up plan(s) for any such introductions.

Of note, the Phases listed above may occur contemporaneously.

Part V.

Selection of Registrars

Registry Operator will select ICANN-accredited registrar(s) that wish to enter into an Authorizing Agreement to register .jobs domain names. As part of the selection process, Registry Operator will evaluate each registrar on a case-by-case basis, weighing the following characteristics:

1. Thorough understanding of the principles and intentions underlying the .jobs registration policies.
2. Dedicated willingness and ability to propagate and enforce these policies in an observant and diligent manner and in accordance with policies and procedures prescribed by the Registry Operator.
3. Demonstrated willingness and ability to publicize and market the .jobs TLD, to follow all .jobs TLD marketing guidelines and to use .jobs TLD marketing materials as appropriate.
4. Established business relationships with substantial numbers (proportionate to the size of the registrar) of employers in the regions served by the registrar.
5. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn.
6. Demonstrated familiarity with the language requirements of the region(s) served by the registrar.
7. Demonstrated willingness and ability to reach out to lesser developed regions and provide access to .jobs registrations.
8. Demonstrated willingness and ability to compliment and/or assist in Employ Media's outreach program(s) to lesser developed regions.
9. Demonstration that sufficient staff resources are available and ability to interface with automated and manual elements of the .jobs TLD registry process.
10. Demonstrated willingness to share with Employ Media contact information and marketing efforts aimed at all current registrants with whom the registrar has relationships who are eligible for registration.
11. Demonstrated systems designed to avoid submission of unqualified applicants that will burden the .jobs TLD qualification system.
12. Demonstrated systems designed to avoid any disputes regarding transfers among registrars.
13. Recognition of the specific aspects of the HR community that will be supported by the .jobs TLD and a willingness to participate in it in that spirit.
14. Familiarity with the needs of the HR community and established modes for reflecting these needs in registrar services and registration processes.
15. Broad geographic distribution of registrar locations.

16. Established collaborative contact with one or more associations representing the HR community in the language and geographical region or sector served by the registrar.
17. Dedicated willingness and ability to act together with the HR community in the processing of registration requests.

Registry Operator will periodically review and, as appropriate, revise its selection of registrars.

Part VI.

<u>Public Whois Specification</u>

The Registry Operator will provide Whois service on a thin model. This Attachment is subject to change by agreement of the Registry Operator and ICANN during the design process as well as during the IETF standards process. However, the following provides the target architecture and initial functionality.

It is anticipated that the .jobs Whois will comply with IRIS (see RFC 3981) as soon as IRIS is implemented by .jobs' back-end provider (e.g., assuming Verisign is the .jobs back-end provider upon start-up, as soon as Verisign implements IRIS). Until IRIS is implemented, the .jobs Whois thin model will perform similarly to the thin registry for .com provided by Verisign.

Whois will be available via port 43 access and via links at a designated website (e.g., nic.jobs).

Domains, registrars and/or nameservers (either by name or address) would be able to be queried. Exemplary data sets and outputs are set forth below:

For all registered second-level domain names in .jobs, information as illustrated in the following example is displayed, where the entry parameter is the domain name:

Domain Name: employmedia.jobs
Registrar: NETWORK SOLUTIONS, INC.
Whois Server: whois.networksolutions.com
Referral URL: www.networksolutions.com
Name Server: NS1.CRSNIC.NET
Name Server: NS2.NSIREGISTRY.NET
Updated Date: 07-mar-2005

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT <<<

For all ICANN-accredited registrars who are authorized to register .jobs second-level domain names, information as illustrated in the following example is displayed, where the entry parameter is the full name of the registrar (including punctuation, "Inc.", etc.):

Registrar Name: Accredited Registrar
Address: 222 Accredited Way, Dulles, VA 20166, US
Phone Number: 999 999 9999
Email: registrar-agent@accreditedregistrar.com
Whois Server: whois.accreditedregistrar.com
Referral URL: domain.accreditedregistrar.com
Admin Contact: Jim Jones
Phone Number: 999 999 9999

Email: jj@accreditedregistrar.com
Admin Contact: Julie Jones
Phone Number: 999 999 9999
Email: juj@accreditedregistrar.net
Billing Contact: Joe Jones
Phone Number: 999 999 9999
Email: joj@accreditedregistrar.com
Technical Contact: Jim Jones
Phone Number: 999 999 9999
Email: jj@accreditedregistrar.com
Technical Contact: Julie Jones
Phone Number: 999 999 9999
Email: juj@accreditedregistrar.net

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT <<<

For all hosts registered using second-level domain names in .jobs, information as illustrated in the following example is displayed, where the entry parameter is either the full host name or the IP address:

Server Name: NS1.CRSNIC.NET
IP Address: 198.41.3.39
Registrar: NETWORK SOLUTIONS, INC.
Whois Server: whois.networksolutions.com
Referral URL: www.networksolutions.com

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT

Registrars would be required to maintain RFC3912- and RFC3981-compliant Whois service including appropriate data elements and output fields. Furthermore, Registrars would be required to migrate to IRIS when the Registry Operator moves the .jobs Whois to the IRIS standard.

Additional Provisions

1.   TLD Differentiation

ICANN and Registry Operator acknowledge that a criteria included in the application process in which the .jobs TLD was selected, and in the previous TLD application expansion round, was that a new TLD be "clearly differentiated from existing TLD's." ICANN, when undertaking to effect the delegation of new TLDs, shall take into consideration Internet community input received, including any objections interested third parties may have under policy considerations or applicable law or otherwise, regarding the creation of new TLD strings.