

## **Amendment to Registry Agreements**

THIS AMENDMENT (“Amendment”), effective as of \_\_\_\_\_ (“Amendment Effective Date”), is made by and between the Internet Corporation for Assigned Names and Numbers (“ICANN”) and MSD Registry Holdings, Inc. (“Registry Operator”), and shall amend the Registry Agreement for certain top-level domains (“TLDs”) in the manner as further detailed and described herein.

WHEREAS, Registry Operator (i) is party to the Registry Agreements identified in Appendix I (each, a “Registry Agreement”) and (ii) is the Registry Operator of those TLDs identified in Appendix I to this Amendment, which is attached hereto and incorporated herein; and

WHEREAS, in the interest of the mutual of convenience of the parties, in lieu of executing an individual amendment to the Registry Agreement for each individual TLD identified in Appendix I, the parties hereby desire to consolidate the modifications as provided in this Amendment.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Registry Operator represents it has proper authority to execute this Amendment for the purposes intended.
2. The Registry Agreement for those TLDs identified in Appendix I shall be amended in the manner set forth below as the amendment number provided in Appendix I.
3. The parties hereby agree to amend Exhibit A of each of the Registry Agreements identified in Appendix I by deleting the following section 3 in its entirety:

[START OLD TEXT]

### **“ 3. Searchable Whois**

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement. Registry Operator must make available the services only to authenticated users after they logged in by supplying proper credentials (i.e., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law enforcement agencies).”

[END OLD TEXT]

Each party hereby acknowledges and agrees that this Amendment shall not be construed as a waiver of any provision of the Registry Agreements by any party hereto, nor shall it in any way affect the validity of, or the right of any party hereto, to enforce the provisions of the Registry Agreements. The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of each Registry Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in each Registry Agreement. This Amendment may be executed in

counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same instrument.

**ACCEPTED AND AGREED:**

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
Theresa Swinehart  
Senior Vice President, Global Domains and Strategy

**MSD REGISTRY HOLDINGS, INC.**

By: \_\_\_\_\_  
Cory Lodder  
Domain Management Global Lead

**APPENDIX I**

**List of Registry Agreements to be Amended**

<b>TLD</b>	<b>Registry Agreement Effective Date</b>	<b>Amendment</b>
.merckmsd	14 July 2016	1
.msd	23 July 2015	1