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 XYZ.COM LLC ("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 sections 3, 4, 5, and 6 in their 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 (e.g., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law enforcement agencies).

4. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

4.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

4.2. Registry Operator must handle variant IDNs as follows:

4.2.1. By default variant IDNs (as defined in the Registry Operator's IDN tables and IDN Registration Rules) must be blocked from registration.

4.2.2. Variant IDNs may be activated when requested by the sponsoring Registrar of the canonical name as described in the IDN Tables and IDN Registration Rules.

4.2.3. Active variant IDNs must be provisioned in the TLD's DNS zone file as zone cuts using the same NS resource records as the canonical name.

4.3. Registry Operator may offer registration of IDNs in the following languages/scripts (IDN Tables and IDN Registration Rules will be published by the Registry Operator as specified in the ICANN IDN Implementation Guidelines):

  4.3.1. Arabic language

  4.3.2. Greek script

  4.3.3. Hebrew language

  4.3.4. Latin script

  4.3.5. Lao language

  4.3.6. Russian language

  4.3.7. Thai language

  4.3.8. Japanese language

  4.3.9. Korean language

  4.3.10. Chinese language

5. Registration Validation per Applicable Law

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

5.1 Supplementary Registration Proxy

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

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

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

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

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

5.1.5 Registry Operator shall provide additional Registry Functions Activity Report(s)

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

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

6. Registry Lock

Registry Operator may offer the Registry Lock service, which is a registry service that allows an authorized representative from the sponsoring Registrar to request the activation or deactivation of any of the following EPP statuses: serverUpdateProhibited, serverDeleteProhibited and/or serverTransferProhibited."

[END OLD TEXT]

The parties hereby further agree to amend Exhibit A of each of the Registry Agreements identified in Appendix I by replacing the deleted sections above with the following new text as new sections 3,4, and 5:

[START NEW TEXT]

"3. Internationalized Domain Names (IDNs)

Registry Operator may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following requirements:

3.1. Registry Operator must offer Registrars support for handling IDN registrations in EPP.

3.2. Registry Operator must handle variant IDNs as follows:

3.2.1. By default variant IDNs (as defined in the Registry Operator's IDN tables and IDN Registration Rules) must be blocked from registration.

3.2.2. Variant IDNs may be activated when requested by the sponsoring Registrar of the canonical name as described in the IDN Tables and IDN Registration Rules.

3.2.3. Active variant IDNs must be provisioned in the TLD's DNS zone file as zone cuts using the same NS resource records as the canonical name.

3.3. Registry Operator may offer registration of IDNs in the following languages/scripts (IDN Tables and IDN Registration Rules will be published by the Registry Operator as specified in the ICANN IDN Implementation Guidelines):

3.3.1. Arabic language

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3.3.7. Thai language

3.3.8. Japanese language

3.3.9. Korean language

3.3.10. Chinese language

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

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

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

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

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

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

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5. **Registry Lock**

    Registry Operator may offer the Registry Lock service, which is a registry service that allows an authorized representative from the sponsoring Registrar to request the activation or deactivation of any of the following EPP statuses: serverUpdateProhibited, serverDeleteProhibited and/or serverTransferProhibited."

[END NEW 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

XYZ.COM LLC

By: _____
          Grant Carpenter
          General Counsel

APPENDIX I

List of Registry Agreements to be Amended

TLD	Registry Agreement Effective Date	Amendment
.college	16 January 2014	5
.xyz	05 December 2013	5