

# ~~SPONSORED TLD REGISTRY AGREEMENT~~

## .MUSEUM Registry Agreement ([ ] 2017)

This ~~SPONSORED TLD REGISTRY OPERATOR~~ AGREEMENT (this "Agreement") is entered into and made effective as of ~~3 November 2007~~ [ ] 2017 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and the Museum Domain Management Association ("MuseDoma"), a corporation [established under the laws of France].

### ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be the date first written above, and shall be concurrent with the termination of the existing sponsored TLD ~~registry operator~~ agreement between the Registry Operator (as defined below) and ICANN for the TLD, which will be ~~superseded~~ superseded and replaced in its entirety by this Agreement as of the date hereof.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .museum ("TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, unless terminated pursuant to Article VI hereof, ICANN hereby designates MuseDoma as the ~~sponsoring organization and~~ sole registry operator for the ~~sponsored~~ TLD ("Registry Operator"). ICANN hereby delegates to Registry Operator the authority to develop policies for the ~~sponsored~~ TLD consistent with the requirements of Section 3.1(gf) of this Agreement and the provisions set forth in ~~Appendix S~~ Specification 12 of this Agreement, ~~including the designation of a technical operator for the TLD~~.

### ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Due Organization; Authorization and Execution by Registry Operator. Registry Operator is a corporation, duly organized, validly existing and in good standing [established under the laws of France], and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

Section 2.2 Due Organization; Authorization and Execution by ICANN. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

## ARTICLE III COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

~~(a) Preserve Security and Stability.~~

~~(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Operator Services or the DNS (“Temporary Specification or Policies”). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN’s Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.~~

~~(b) Consensus Policies.~~

~~(i) At all times during the term of this Agreement and subject to the terms hereof,~~ (a) Compliance with Consensus Policies and Temporary Policies. Registry Operator ~~will~~ fully~~shall~~ comply with and implement all Consensus Policies, ~~as the same may be applicable to Sponsored TLDs, and Temporary Policies~~ found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ~~ICANN’s Bylaws and as set forth below,~~ the ICANN Bylaws, provided such future Consensus Polices and Temporary Policies are

adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth in Specification 1 attached hereto ("Specification 1").

~~(ii) — "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.~~

~~(iii) — For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies."~~

~~(iv) — Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Operator Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the Registry Operator database for the TLD; (4) Registry Operator policies reasonably necessary to implement Consensus Policies relating to Registry Operator operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation, the following topics, except to the extent policy development authority is expressly delegated to Registry Operator as outlined in Appendix S, Part II:~~

~~(A) — principles for allocation of registered names in the TLD (e.g., first-come, first-served, landrush procedures, timely renewal, holding period after expiration);~~

~~(B) — prohibitions on warehousing of or speculation in domain names by registries or registrars;~~

~~(C) — reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b)~~

~~intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);~~

~~(D)—— maintenance of and access to accurate and up-to-date information concerning domain name registrations;~~

~~(E)—— procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and~~

~~(F)—— resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.~~

~~(v)—— Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.~~

~~In the event of a conflict between Registry Operator Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.~~

~~(cb) Handling of Registry Operator Data.~~

~~(i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Operator Data compiled by Registry Operator. Registry Operator Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC-related key material, to the extent DNSSEC is implemented by Registry Operator; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's~~

~~administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) to the extent DNSSEC is implemented, the DNSSEC-related material necessary to sign the .museum TLD zone (e.g., public and private portions of TLD zone key-signing keys and zone-signing keys). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator and such escrow shall be maintained at Registry Operator's expense on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Operator Data on a schedule (not more frequently than weekly for a complete set of Registry Operator Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Operator Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.~~ comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2").

(ii) Personal Data. Registry Operator shall (i) notify ~~registrars sponsoring registrations in the registry~~ each ICANN-accredited registrar that is a party to the Registry-Registrar Agreement for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data (as defined below)") submitted to Registry Operator by ~~registrars, if any, such registrar~~ is collected, the and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and ~~the mechanism for access to and correction of such~~ (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. ~~"Personal Data" shall refer to all data about any identified or identifiable natural person.~~

~~(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the Registry Operator for the TLD to ICANN on a reasonable basis in the manner ICANN may specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).~~

~~(iviii) Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry Operator-Level Fee payment due following the date of transmittal of the cost statement for such audit. For purposes of this section, a "material discrepancy or discrepancies" shall be a discrepancy or discrepancies that, in the singular for the aggregate, result in an understatement in excess of 5% of the fees owed to ICANN by Registry Operator under section 7.2, commencing with the first calendar month in which the TLD is delegated in the root zone, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").~~

~~(vii) Whois Service Publication of Registration Data. Registry Operator shall provide such whois data as set forth in Appendix 5 and Part VI of Appendix S access to registration data in accordance with Specification 4 attached hereto ("Specification 4").~~

~~(dc) Registry Operator Operations.~~

~~(i) Registration Restrictions Policy.~~

~~(A) Registry Operator shall be responsible for establishing policies, in conformity with the charter, for the naming conventions within the sponsored TLD and for requirements of registration, consistent with Section 3.1(g).~~

~~(A) Registry Operator shall establish registration policies with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose~~

of the community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator agrees to implement and be bound by the Registry Restrictions Dispute Resolution Procedure as set forth at <http://www.icann.org/en/resources/registries/rrdrp> ; with respect to disputes arising pursuant to this Section 3.1(c)(i)(A). Registry Operator shall implement and comply with the community registration policies set forth on Specification 12 attached hereto.

~~(B) Registry Operator shall be responsible for establishing procedures for the enforcement of applicable Charter restrictions on registration within the TLD, as described in more detail in the sponsored TLD charter attached as Part I to Appendix S.~~

~~(B)~~ Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as ~~Appendix 6~~Specification 5 hereto (“Specification 5”) or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD. Except to the extent ICANN otherwise authorizes in writing, Registry Operator shall comply with the requirements of Specification 5. Registry Operator may any time establish or modify policies concerning Registry Operator’s ability to reserve (i.e., withhold from registration or allocate to Registry Operator, but not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion. Except as specified in Specification 5, if Registry Operator is the registrant for any domain names in the registry TLD, such registrations must be through an ICANN accredited registrar, and will be considered transactions for purposes of calculating the Registry-Level Transaction Fee to be paid to ICANN by Registry Operator pursuant to Section 7.2.

(ii) Use of ICANN-Accredited Registrars. Registry Operator shall ensure that all Approved Services are provided through one or more ICANN-Accredited Registrars.

(iii) Registry Services; Additional Services. Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2.1 in the Specification 6 attached hereto (“Specification 6”) and such other Registry Services set forth on Exhibit A (collectively, the “Approved Services”). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a material modification to an Approved Service (each, an “Additional Service”), Registry Operator shall submit a request for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at <http://www.icann.org/en/registries/rsep/rsep.html>, as such policy may be amended from time to time in accordance with the bylaws of ICANN (as amended from time to time, the “ICANN Bylaws”) applicable to Consensus Policies (the “RSEP”). Registry Operator may offer Additional Services only with the written approval of ICANN, and, upon any such approval, such Additional Services shall be deemed Approved Services under this Agreement. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

(iv) Registry Interoperability and Continuity. Registry Operator shall comply with the Registry Interoperability and Continuity Specifications as set forth in Specification 6.

(v) Protection of Legal Rights of Third Parties. Registry Operator must comply with, the processes and procedures for ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto (“Specification 7”). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Any changes or modifications to the process and procedures required by Specification 7 following the Effective Date must be approved in advance by ICANN in writing. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Specification 7, subject to Registry Operator’s right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law.

(vi) Code of Conduct. In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in Specification 9 attached hereto (“Specification 9”).

~~(ii) Functional and~~ (vii) Registry Performance Specifications. ~~Functional and~~ Registry Performance Specifications for operation of the TLD ~~shall will~~ be as set forth in ~~Appendix 7 hereto, and shall address without limitation minimum requirements for DNS services; operation of the shared registration system; and nameserver operations~~ Specification 10 attached hereto (“Specification 10”). Registry Operator shall comply with such Performance Specifications and, for a period of at least one (1) year, shall keep technical and operational records sufficient to evidence compliance with such specifications for ~~at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.~~ each calendar year during the Term (as defined in Section 4.1).

~~(iii) Registry Operator Services. Registry Operator Services are, for purposes of this Agreement, defined as the following: (a) those services that are (i) operations of the Registry Operator critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the Registry Operator zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement and (ii) provided by Registry Operator for the TLD as of the Effective Date and identified in Appendix S, Part VII; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c)~~



~~any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.~~

~~(iv) Process for Consideration of Proposed Registry Operator Services. Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Operator Service within the scope of the preceding paragraph, ICANN will follow the procedure detailed at <http://www.icann.org/registries/rsep/rsep.html>.~~

(viii) Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Specification 11 attached hereto (“Specification 11”).

(ix) Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an “Emergency Operator”) in accordance with ICANN’s registry transition process (available at <http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the “Registry Transition Process”) until such time as Registry Operator has demonstrated to ICANN’s reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 3.1(c)(ix) and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 3.1(b)(i)) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 3.1(c)(ix).

~~(ed)~~ Fees and Payments. Registry Operator shall pay the ~~Registry Operator Level~~ Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

~~(fe)~~ Cooperation. Registry Operator shall cooperate with ICANN in efforts to promote and facilitate the ~~security and stability~~ Security and Stability of the Internet and maintain a reliable and stable DNS. To this end, Registry Operator shall provide such data and assistance to ICANN as it may reasonably request from time to time.

~~(gf)~~ General Obligations of Registry Operator to Sponsored TLD Community. During the Term of this Agreement, Registry Operator shall operate the TLD in the public interest, and, in

developing or enforcing standards, policies, procedures, or practices with respect to the TLD **shall**:

(i) publish such standards, policies, procedures, and practices so they are available to members of the **sponsored**-TLD community;

(ii) conduct its policy-development activities in a manner that reasonably provides opportunities for members of the **sponsored**-TLD community to discuss and participate in the development of such standards, policies, procedures, or practices;

(iii) maintain the representativeness of its policy-development and implementation process by establishing procedures that facilitate participation by a broad cross-section of the **sponsored**-TLD community; and

(iv) ensure, through published procedures, adequate opportunities for members of the **sponsored**-TLD community to submit their views on and objections to the establishment or revision of standards, policies, procedures, and practices or the manner in which standards, policies, procedures, and practices are enforced;

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

~~(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry Operator TLD throughout the Term of this Agreement; and (ii) Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD ~~zone server designation~~ nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at <http://www.iana.org/domains/root/>) will be implemented by ICANN within seven (7) calendar days of submission or as promptly as feasible following technical verifications.~~

~~(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry Operator TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root Server System within seven calendar days of the submission.~~

(ed) Root-zone Information Publication. ~~ICANN's~~ ICANN's publication of root-zone contact information for the ~~Registry Operator~~ TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN- at <http://www.icann.org/domains/root>.

(e) Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System"), ICANN shall use commercially reasonable efforts to (i) ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (ii) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN publicly available policies and procedures, and (iii) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement and ICANN shall have no liability in the event that any third party (including any governmental entity or internet service provider) blocks or restricts access to the TLD in any jurisdiction.

### Section 3.3 Contractual and Compliance Audits.

(a) ICANN may from time to time (not to exceed once per calendar quarter) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Article III of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (i) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN and (ii) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its covenants contained in Article III.

(b) Any audit conducted pursuant to Section 3.3(a) will be at ICANN's expense, unless (i) the audit relates to Registry Operator's compliance with Section 3.1(c)(vi) and such audit reveals a material discrepancy or discrepancies in the data provided by Registry Operator, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN's detriment. In either such case of (i) or (ii) above, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit and such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

## ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall be ten (10) years from the Effective Date (the “Expiration Date”). Registry Operator agrees that upon the earlier of (i) termination of this Agreement by ICANN in accordance with Article VI below or (ii) the Expiration Date, it will cease to be the ~~Registry Operator~~registry operator for the TLD, unless, with respect to termination under the foregoing clause (ii), Registry Operator and ICANN agree on terms for renewal of the Agreement as set forth in Section 4.2 below prior to the Expiration Date.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the initial term set forth in Section 4.1 above, and following any renewal term, unless: (i) an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator’s obligations set forth in Sections 3.1~~(a), (b), (d) or (e);~~ Section 3.3; Section 5.2; or Section ~~7.3~~7.2 despite notice and an opportunity to cure in accordance with Article VI hereof and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to correct the conduct found to constitute such breach. ~~Provided;~~ provided, however, that Registry Operator agrees that any renewal of this Agreement is conditioned on its negotiation of renewal terms acceptable to ICANN, including, but not limited to, provisions relating to ~~Registry Operator level fees.~~Registry-Level Fees. The parties agree to initiate negotiations with respect to renewal of this Agreement at least six (6) months prior to the Expiration Date or the expiration of any renewal term thereafter, as applicable, then, unless the parties mutually agree to extent the Term and continue negotiations, the matter shall be determined pursuant to the dispute resolution provisions of Article V hereto.

Section 4.3 Changes. While this Agreement is in effect, the parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including to Section 7.2 regarding fees and payments to ICANN; provided, however, that a failure by Registry Operator to agree to an increase, or by ICANN to agree to a decrease, in registry fees shall not constitute a violation of this provision.

Section 4.4 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator’s obligations set forth in Sections 3.1~~(a), (b), (d) or (e);~~ Section 3.3; Section 5.2 or Section 7.2, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then ICANN may request the arbitrators award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

## ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) ~~Cooperative Engagement~~Mediation. In the event of ~~a disagreement between Registry Operator and ICANN~~any dispute arising under or ~~out of~~in connection with this Agreement, ~~either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that~~ before either party may initiate

arbitration ~~as provided in~~ pursuant to Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute ~~by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.~~ through mediation in accordance with the following terms and conditions:

(i) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1(a), the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a)(i).

(ii) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.1(b). The mediator may not testify for either party in any later proceeding relating to the dispute.

(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other

party pursuant to the mediation that is appropriately marked as confidential as the confidential information of such other party.

(iv) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.1(b) below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a)(i), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.1(b) below.

(b) Arbitration. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1(a), including requests for specific performance, shall will be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("the "ICC"). The arbitration shall will be conducted in the English language and shall will occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions or (ii) the parties agree in writing to a greater number of arbitrators. In the case of clauses (i) or (ii) in the preceding sentence, the arbitration will be in front of three arbitrators: with each party shall choose nominating one arbitrator for confirmation by the ICC and, if the two selected arbitrators are not able to agree on a nominating the third arbitrator, the third shall be chosen by the ICC. for confirmation by the ICC. For an arbitration in front of a sole arbitrator, Registry Operator and ICANN may, by mutual agreement, nominate the sole arbitrator for confirmation by the ICC. If the parties fail to nominate a sole arbitrator or, in the case of an arbitration in front of three arbitrators, either party fails to nominate an arbitrator, in each case within thirty (30) calendar days from the date when a party's request for arbitration has been received by the other party, or within such additional time as may be allowed by the Secretariat of the Court of the ICC, the arbitrator(s) shall be appointed by the ICC. If any nominated arbitrator is not confirmed by the ICC, the party or persons that appointed such arbitrator shall promptly nominate a replacement arbitrator for confirmation by the ICC. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration shall will have the right to recover its costs and reasonable attorneys' fees, which the arbitrators arbitrator(s) shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Section 3.1, Section 3.3, Section 5.2 or Section

7.2 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the ~~applicable~~ arbitration ~~statutes~~ that is appropriately marked as confidential as the confidential information of such other party. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall will be in a court located in Los Angeles County, California, ~~USA~~; however, the parties shall will also have the right to enforce a judgment of such a court in any court of competent jurisdiction. ~~For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.~~

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ~~ICANN's~~ ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of ~~Registry Operator-Level~~ Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry ~~Operator's~~ Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees, and monetary sanctions under Section 4.4 of this Agreement, if any, due and owing to ICANN under this Agreement within the preceding twelve month period. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination by ICANN.

(a) ICANN may terminate this Agreement if Registry Operator fails to cure (i) any fundamental and material breach of Registry ~~Operator's~~ Operator's obligations set forth in ~~Sections~~ Section 3.1 (a), (b), (d) or (e); Section 3.3; Section 5.2 or Section 7.1 or (ii) any breach of Section 7.2, in each case, despite notice and an opportunity to cure in accordance with Section ~~6.4 within thirty calendar days~~ 6.3 after ICANN ~~gives~~ delivers to Registry

Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator that, if levied, would reasonably be expected to materially and adversely affect Registry Operator's ability to operate the registry for the TLD, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement (if such proceedings are instituted by Registry Operator or its Affiliates) or one hundred and eighty (180) calendar days of their commencement (if such proceedings are instituted by a third party against Registry Operator), or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.

(c) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to a determination by any PDDRP panel under Section 2 of Specification 7 or a determination by any PICDRP panel under Section 3, or any other applicable Section, of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.

(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator knowingly employs any officer who is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such officer is not terminated within thirty (30) calendar days of Registry Operator's knowledge of the foregoing, or (ii) any member of Registry Operator's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registry Operator's board of directors or similar governing body within thirty (30) calendar days of Registry Operator's knowledge of the foregoing.

(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement as specified in Section 8.5.



Section 6.2 Termination by Registry Operator. Registry Operator may terminate this agreement and its designation as Registry Operator for the TLD pursuant to 120 days prior notice in writing to ICANN, and subject to compliance with ~~section 6.5~~Section 6.4 hereof.

~~Section 6.3 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings and such proceeding is not dismissed within sixty (60) days.~~

Section ~~6.4~~6.3 Notice; Opportunity to Cure. This Agreement may be terminated in the circumstances described in Section 6.1(a) above only following written notice to Registry Operator and Registry ~~Operator's~~Operator's failure to cure within thirty (30) days ~~or such other reasonable prescribed time period~~after the date ICANN gives such notice of such breach, with Registry Operator being given a reasonable opportunity during that time to initiate arbitration under Section 5.1(b) to determine the appropriateness of such termination under this Agreement. In the event Registry Operator initiates arbitration concerning the appropriateness of such termination by ICANN, Registry Operator may at the same time request that the arbitration panel stay ~~the~~such termination until the arbitration decision is rendered, and that request shall have the effect of staying ~~the~~such termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay.

Section ~~6.5~~6.4 Transition of Registry Operator upon Termination of Agreement. Upon any expiration of this Agreement as provided in Section 4.1 or termination of this Agreement as provided in Sections 6.1 ~~and~~or 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the Registry Operator for the TLD in accordance with this Section ~~6.5~~6.4. Registry Operator shall agree to provide ICANN or any successor Registry Operator authority that may be designated for the TLD with any data regarding operations of the Registry Operator for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(~~6b~~)(i) hereof. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 6.4.

~~Section 6.6 — Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Operator Data. In the event that Registry Operator Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.~~

Section 6.5 Ownership Rights. Nothing contained in this Agreement shall be construed as (a) establishing or granting to Registry Operator any property ownership rights or interests of Registry Operator in the TLD or the letters, words, symbols or other characters making up the TLD string or any Registry Data, or (b) affecting any existing intellectual property or ownership rights of Registry Operator.

Section ~~6.7~~6.6 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry

Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor ~~registry operator~~Registry Operator by reason of Registry Operator fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the Registry Operator, unless any delay in transition of the Registry Operator to a successor operator shall be due to the actions of Registry Operator.

## ARTICLE VII SPECIAL PROVISIONS

Section 7.1 ~~Registry Operator-Registrar~~Registry-Registrar Agreement.

(a) ~~Access to Registry Operator~~Services. Registry Operator shall make access to ~~Registry Operator~~Approved Services, including the shared registration system, available to ICANN-accredited registrars. ~~The criteria for the selection of Registrars shall be set forth in Appendix S, part V~~Registry Operator must use a uniform non-discriminatory agreement (the "Registry-Registrar Agreement") with all registrars authorized to register names in the TLD. Following execution of the ~~Registry Operator-Registrar~~Registry-Registrar Agreement, provided registrars are in compliance with such agreement, ~~operational access to~~Registry Operator shall provide nondiscriminatory access to Approved Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

(i) All registrars (including any registrar affiliated with Registry Operator) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;

(iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry ~~Operator's~~Operator's website;

(iv) All registrars have the same level of access to Registry Operator resources to resolve Registry Operator/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;

(v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry ~~Operator's~~Operator's Web and ftp servers;

(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

~~Such Registry Operator-Registrar Agreement may be revised by~~ Registry Operator may amend the Registry-Registrar Agreement from time to time; ~~provided,~~ however, that any ~~such~~ material revisions thereto must be approved ~~in advance~~ by ICANN before such revisions become effective and binding on any registrar.

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. ~~Provided;~~ provided, however, that this shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar, ~~and, further, Registry Operator is expressly permitted to manage directly up to 5,000 domain names as specified in Appendix 6, Section E.~~

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar. If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Approved Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will not disclose such contracts to any third party other than relevant competition authorities. ICANN reserves the right, but not the obligation, to refer any such contract, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, transaction or other arrangement might raise competition issues. For the purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.

(d) Compliance Actions. Registry Operator acknowledges that all ICANN-accredited registrars must enter into a registrar accreditation agreement ("RAA") with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar's accreditation or suspension of a registrar's ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN's authority under the terms of the RAA to: (i) suspend or terminate a registrar's ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.

## Section

### 7.2 Fees to be Paid to ICANN.

(a) ~~Payment Schedule~~. Registry Operator shall pay to ICANN either the annual Fixed ~~Registry Operator-Level Fee specified in~~ Registry-Level Fee specific in Section 7.2(b) or the quarterly ~~Registry Operator-Level~~ Registry-Level Transaction Fees specified in ~~Section~~ Sections 7.2(c) to an account designated by ICANN. If applicable, the Fixed ~~Registry Operator-Level~~ Registry-level Fee shall be paid by the 20th day following the end of the relevant fiscal year. Any ~~Registry Operator-Level~~ Registry-Level Transaction Fees, and payments pursuant to Section 7.2(d), if any, shall be paid, by the 20th day following the end of each calendar quarter ~~of such year~~ (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31). ~~The first payment of the Fixed Registry Operator-Level Fee shall be prorated from the Effective Date until the next 30 June~~ of the year to an account designated by ICANN.

(b) Fixed ~~Registry Operator-Level~~ Registry-Level Fee. The fixed annual fee shall be based on the level of registered names within the TLD as of 30 June of each year as follows: if fewer than 5,000 registered names, the annual ~~Registry Operator-Level~~ Registry-Level Fee is \$500; if 5,000 or more registered names, but fewer than 50,000, the annual ~~Registry Operator-Level~~ Registry-Level Fee is \$5,000. If the ~~Registry~~ registry for the TLD shall have 50,000 or more registered names as of such date, ~~the~~ Registry Operator shall be subject to a ~~Registry Operator-Level~~ Registry-Level Transaction Fee for each fiscal quarter as outlined in Section 7.2(c) below. As used in this Section 7.2, “registered names” shall mean each annual increment of an initial or renewal (including renewals associated with transfers from one ICANN-accredited registry to another) domain name registration.

(c) ~~Registry Operator-Level~~ Registry-Level Transaction Fee. If the Registry has in excess of 50,000 registered names as of 30 June, it will be assessed a transaction fee for each fiscal quarter of the ICANN fiscal year. In such event, Registry shall pay ICANN a transaction fee on the schedule provided in Section 7.2(~~a~~)b above, Registry Operator shall pay ICANN a Registry-Level transaction fee in an amount equal to US\$0.25 for each annual increment of an initial or renewal (including renewals associated with transfers from one ICANN-accredited registry to another, each a “Transaction”) domain name registration during the calendar quarter to which the Registry-Level Transaction Fee pertains.

(d) Variable ~~Registry Operator-Level~~ Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of reasonable notice in writing from ICANN of not less than 45 days, Registry Operator shall pay ICANN a Variable ~~Registry Operator-Level~~ Registry-Level Fee. The fee will be calculated by ICANN, paid to ICANN by the Registry Operator in accordance with the Payment Schedule in Section 7.2(a), and the Registry Operator will invoice and collect the fees from the registrars who are party to a ~~Registry Operator-Registrar~~ Registry-Registrar Agreement with

Registry Operator. The fee will consist of two components; each component will be calculated by ICANN for each registrar.

(i) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for the relevant fiscal year but shall not exceed US\$0.25.

(ii) The per-registrar component of the Variable ~~Registry Operator Level~~ Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved ~~20042016-2005~~ 2017 ICANN Budget.

(e) Interest on Late Payments. For any payments ten days or more overdue, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

## ARTICLE VIII MISCELLANEOUS

### Section 8.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify, and defend, ~~and hold harmless~~ ICANN ~~(including~~ and its directors, officers, employees, and agents (collectively, "Indemnitees")) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: ~~(a) the selection of intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator to operate the Registry Operator for the TLD; (b) the entry of this Agreement; (c) establishment or operation of the Registry Operator for the TLD; (d) Registry Operator Services; (e) collection or handling of Personal Data by Registry Operator; (f) any dispute concerning registration of a domain name within the domain of the TLD for the Registry Operator; and (g) duties and obligations of Registry Operator in operating the Registry Operator for the TLD;~~ Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Approved Services, provided that, ~~with respect to item (g) only~~, Registry Operator shall not be obligated to indemnify, or defend, ~~or hold harmless ICANN any Indemnitee~~ to the extent the claim, damage, liability, cost, or expense arose: (i) due to the actions or omissions of ICANN, its subcontractors, panels or evaluators specifically related to and occurring during the registry TLD application process (other than actions or omissions requested by or for the benefit of Registry Operator), or (ii) due to a breach by ICANN of any obligation contained in this Agreement. ~~For avoidance of doubt, nothing in this or any willful misconduct by ICANN. This~~ Section ~~8.1~~ shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for ~~the~~ costs associated with the negotiation or execution of this Agreement, or with ~~the~~ monitoring or management of the parties' respective obligations under this Agreement hereunder. Further, this

~~section~~Section shall not apply to any request for ~~attorney's~~attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article V or otherwise awarded by a court of competent jurisdiction or arbitrator.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Article VI hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator's liability under Section 8.1(a) pursuant to this Section 8.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in Section 8.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

Section 8.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 8.1 above, notice thereof shall be given to ICANN as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying ~~party's~~party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry ~~Operator~~ TLD and to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated ~~Registry Operator~~ registry authority. This license may not be assigned or sublicensed by Registry Operator.

Section 8.5 Assignment and Subcontracting. ~~Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement.~~

~~Moreover~~ Except as set forth in this Section 8.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party.

~~Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time, which approval will not be unreasonably withheld. For purposes of this Section 8.5, a direct or indirect change of control of Registry Operator must provide notice to ICANN of or any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.~~ arrangement that relates to any Critical Function (as identified in Section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 8.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall comply with the Registry Transition Process.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 6.1(e), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 8.5. Notwithstanding Section 8.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 8.5(f), the assigning party will provide the other party with prompt notice following any such assignment.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.



Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any [registry operator](#), registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the ~~recipient's~~[recipient's](#) facsimile machine or email ~~serverserver~~[server](#), provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within two (2) business days. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers  
4676 Admiralty Way, Suite 330  
Marina Del Rey, California 90292  
Telephone: 1/310/823-9358  
Facsimile: 1/310/823-8649  
Attention: President and CEO  
With a Required Copy to: General Counsel  
Email: as specified from time to time

If to Registry Operator, addressed to:

MuseDoma  
~~c/o Swedish Museum of Natural History, Frescativägen 40,  
SE-10405 Stockholm, Sweden~~  
[22 rue de Palestro](#)  
[75002 Paris](#)  
[France](#)  
Telephone: +~~46 70 629 8176~~[33 1 45 68 48 33](#)  
Facsimile: +~~46 70 384 3246~~[33 1 43 06 78 62](#)  
Attention: ~~Gary Karp~~[President](#)  
Email: ~~ek@nic.museum~~[@afnic.fr](#)

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

Section 8.12 Severability. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

Section 8.13 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For purposes of this Agreement, an effect on “Security” shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on “Stability” shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments (“RFCs”) sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator’s delegated information or provisioning of services.

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By:

~~Dr. Paul Twomey~~

By:

Akram Atallah

President ~~& CEO~~, Global Domains Division

Date:

MuseDoma International

By:

~~Gary Karp~~

By:

Suay Aksoy

President

Date:

## **Appendix 1 Data Escrow Specification**

This Appendix 1 to the Sponsored TLD Registry Operator Agreement consists of four of the five exhibits to the Data Escrow Agreement that constitutes Appendix 2 to the Sponsored TLD Registry Operator 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** ~~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.~~ Approved Services

The RSEP specifies processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the Effective Date of the Agreement, and Registry Operator may provide such services:

#### 1. DNS Service – TLD Zone Contents

1.1.1. Apex SOA record

1.1.2. Apex NS records and in-bailiwick glue for the TLD's DNS servers

1.1.3. NS records and in-bailiwick glue for DNS servers of registered names in the TLD

1.1.4. DS records for registered names in the TLD

1.1.5. Records associated with signing the TLD zone (e.g., RRSIG, DNSKEY, NSEC, NSEC3PARAM and NSEC3)

1.1.6. Apex TXT record for zone versioning purposes

1.1.7. Apex TYPE65534 record for automatic dnssec signing signaling

1.2. For the “Chaos” (CH) Class:

1.2.1. TXT records for server version/identification (e.g., TXT records for “version.bind.”, “id.server.”, “authors.bind” and/or “hostname.bind.”)

(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)

If Registry Operator wishes to place any DNS resource record type or class into its TLD DNS service (other than those listed in Sections 1.1 or 1.2 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records and/or classes in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.

~~**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**

" &quot;  
& &amp;  
' &apos;

```
< &lt;
> &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 (".museum"), 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="museum" 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.museum">  
<id>AAA-0001</id>  
<status>ACTIVE</status>  
<owned-by>REG-042</owned-by>  
<ens-authid>MUSEUM-1221</ens-authid>  
<maintainer-url>http://example.museum</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.museum</host>
<host>dns2.example.museum</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. A number uniquely assigned by the IANA designates the sponsoring registrar.

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.museum">
<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. geographic location: The two letter ISO 3166 code for the contact's geographic location.

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.~~

~~v2. status: [Whois Contact status Lookup](#)~~

~~An example contact container appears below:~~

~~[Registry Operator may offer the Whois contact lookup service, which is a service that extends the functionality specified in Specification 4 by allowing the end-user to look up for Contact data using the contact ROID as the lookup key:](#)~~

~~[<Query format: whois "contact id=5372809-ERL"4">](#)~~

~~<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.museum</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** *Response format:*

Contact ID: 5372808-ERL

Name: EXAMPLE REGISTRANT

Organization: EXAMPLE ORGANIZATION

Street: 123 EXAMPLE STREET

City: ANYTOWN

State/Province: AP

Postal Code: A1A1A1

Country: EX

Phone: +1.5555551212

Phone Ext: 1234

Fax: +1.5555551213

Fax Ext: 4321

Email: EMAIL@EXAMPLE.TLD

>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

### 3. Internationalized Domain Names (IDNs)<sup>1</sup>

~~Deposit Transfer Process.~~ Registry Operator ~~shall prepare and transfer the Deposit file by~~ may offer registration of IDNs at the second and lower levels provided that Registry Operator complies with the following ~~steps, in sequence~~ requirements:

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

3.2. Registry Operator will not offer variant IDNs.

3.3. 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 script

3.3.2. Cyrillic script

3.3.3. Greek script

3.3.4. Han script

3.3.5. Hangul script

3.3.6. Hebrew script

3.3.7. Hiragana script

3.3.8. Katakana script

3.3.9. Latin script

### 4. Implementation Period

Registry Operator will have a 270 calendar days grace period, beginning on the Effective Date, to work with ICANN and backend providers to ensure that all technical operations and obligations have transitioned from the previous registry agreement for the TLD to this Registry Agreement.

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

## SPECIFICATION 1

~~2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "museumSEQN," 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.~~

## CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

### 1. Consensus Policies.

1.1. “Consensus Policies” are those policies established (1) pursuant to the procedure set forth in ICANN’s Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this Specification. The Consensus Policy development process and procedure set forth in ICANN’s Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following:

1.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System (“DNS”);

1.2.2 functional and performance specifications for the provision of Registry Services;

1.2.3 Security and Stability of the registry database for the TLD;

1.2.4 registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars;

1.2.5 resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names); or

1.2.6 restrictions on cross-ownership of registry operators and registrars or registrar resellers and regulations and restrictions with respect to registry

operations and the use of registry and registrar data in the event that a registry operator and a registrar or registrar reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 of this Specification shall include, without limitation:

1.3.1 principles for allocation of registered names in the TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);

1.3.2 prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3 reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and

1.3.4 maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

1.4.1 prescribe or limit the price of Registry Services;

1.4.2 modify the terms or conditions for the renewal or termination of the Registry Agreement;

1.4.3 modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.4 modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

1.4.5 modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.

2. **Temporary Policies.** Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to



maintain the stability or security of Registry Services or the DNS (“*Temporary Policies*”).

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN’s Bylaws.

2.1.1 ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

2.1.2 If the period of time for which the Temporary Policy is adopted exceeds ninety (90) calendar days, the Board shall reaffirm its temporary adoption every ninety (90) calendar days for a total period not to exceed one (1) year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one (1) year period expires or, if during such one (1) year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts.** Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services and Consensus Policies or any Temporary Policy, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict.

## SPECIFICATION 2

### DATA ESCROW REQUIREMENTS

~~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.~~ will engage an independent entity to act as data escrow agent (“Escrow Agent”) for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

~~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.~~

## PART A – TECHNICAL SPECIFICATIONS

1. **Deposits.** There will be two types of Deposits: Full and Differential. For both types, the universe of Registry objects to be considered for data escrow are those objects necessary in order to offer all of the Approved Services.
  - 1.1. **“Full Deposit”** will consist of data that reflects the state of the registry as of 00:00:00 UTC (Coordinated Universal Time) on the day that such Full Deposit is submitted to Escrow Agent.
  - 1.2. **“Differential Deposit”** means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., all additions, modifications or removals of data).
2. **Schedule for Deposits.** Registry Operator will submit a set of escrow files on a daily basis as follows:
  - 2.1. Each Sunday, a Full Deposit must be submitted to the Escrow Agent by 23:59 UTC.
  - 2.2. The other six (6) days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.
3. **Escrow Format Specification.**
  - 3.1. **Deposit’s Format.** Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section

9, reference 2 of this Specification (collectively, the “DNDE Specification”). The DNDE Specification describes some elements as optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC, Registry Operator will use the most recent draft version of the DNDE Specification available at the Effective Date. Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date. Once the DNDE Specification is published as an RFC, Registry Operator will implement that version of the DNDE Specification, no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.

3.2. **Extensions.** If a Registry Operator offers additional Registry Services that require submission of additional data, not included above, additional “extension schemas” shall be defined in a case by case basis to represent that data. These “extension schemas” will be specified as described in Part A, Section 9, reference 2 of this Specification. Data related to the “extensions schemas” will be included in the deposit file described in Part A, Section 3.1 of this Specification. ICANN and the respective Registry Operator shall work together to agree on such new objects’ data escrow specifications.

4. **Processing of Deposit files.** The use of compression is recommended in order to reduce electronic data transfer times, and storage capacity requirements. Data encryption will be used to ensure the privacy of registry escrow data. Files processed for compression and encryption will be in the binary OpenPGP format as per OpenPGP Message Format - RFC 4880, see Part A, Section 9, reference 3 of this Specification. Acceptable algorithms for Public-key cryptography, Symmetric-key cryptography, Hash and Compression are those enumerated in RFC 4880, not marked as deprecated in OpenPGP IANA Registry, see Part A, Section 9, reference 4 of this Specification, that are also royalty-free. The process to follow for the data file in original text format is:

- (1) The XML file of the deposit as described in Part A, Section 9, reference 1 of this Specification must be named as the containing file as specified in Section 5 but with the extension xml.
- (2) The data file(s) are aggregated in a tarball file named the same as (1) but with extension tar.
- (3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The suggested algorithm for compression is ZIP as per RFC 4880. The compressed data will be encrypted using the escrow agent’s public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.
- (4) The file may be split as necessary if, once compressed and encrypted, it is larger than the file size limit agreed with the escrow agent. Every part of a split file, or the whole file if not split, will be called a processed file in this section.

- (5) A digital signature file will be generated for every processed file using the Registry Operator’s private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 3, and will not be compressed or encrypted. The suggested algorithms for Digital signatures are DSA and RSA as per RFC 4880. The suggested algorithm for Hashes in Digital signatures is SHA256.
- (6) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP, SCP, HTTPS file upload, etc. as agreed between the Escrow Agent and the Registry Operator. Non-electronic delivery through a physical medium such as CD-ROMs, DVD-ROMs, or USB storage devices may be used if authorized by ICANN.
- (7) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Part A, Section 8 of this Specification.

5. **File Naming Conventions.** Files will be named according to the following convention: {gTLD} {YYYY-MM-DD} {type} S{#} R{rev}.{ext} where:

- 5.1. {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;
- 5.2. {YYYY-MM-DD} is replaced by the date corresponding to the time used as a timeline watermark for the transactions; i.e. for the Full Deposit corresponding to 2009-08-02T00:00Z, the string to be used would be “2009-08-02”;
- 5.3. {type} is replaced by:
  - (1) “full”, if the data represents a Full Deposit;
  - (2) “diff”, if the data represents a Differential Deposit;
  - (3) “thin”, if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4;
  - (4) “thick-{gurid}”, if the data represent Thick Registration Data from a specific registrar, as defined in Section 3.2 of Specification 4. The {gurid} element must be replaced with the IANA Registrar ID associated with the data.
- 5.4. {#} is replaced by the position of the file in a series of files, beginning with “1”; in case of a lone file, this must be replaced by “1”.
- 5.5. {rev} is replaced by the number of revision (or resend) of the file beginning with “0”;

5.6. {ext} is replaced by “sig” if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by “ryde”.

6. **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~~party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted via offline methods, like in person meeting, telephone, etc. 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~~Registry Operator and ICANN ~~shall~~will exchange public 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 ("Registry Operator"), [Include Registry Operator as applicable] [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 Operator Agreement dated [insert date of Sponsored TLD Registry Operator Agreement] by and between Registry Operator and ICANN ("Sponsored TLD Registry Operator Agreement").~~

### **Recitals**

~~A. Registry Operator and ICANN have entered into the Sponsored TLD Registry Operator Agreement, which requires Registry Operator, during the term of the Sponsored TLD Registry Operator 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 Operator 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 Operator 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 Operator 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.~~

57. **Notification of Deposits.** ~~Simultaneous~~ Along with the delivery ~~to Escrow Agent of any Full or Incremental~~ of each Deposit, Registry Operator ~~shall instruct the delivery will deliver~~ to Escrow Agent and to ICANN of ~~(using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification"))~~ a written statement ~~(from Registry Operator (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. The preparation and submission of this statement must be performed by the Registry Operator or its designee, provided that such designee may not be the Escrow Agent or any of Escrow Agent's Affiliates. Registry Operator will include the Deposit's "id" and "resend" attributes in its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.~~



~~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.~~

If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.

## 8. **Verification Procedure.**

- (1) The signature file of each processed file is validated.
- (2) If processed files are pieces of a bigger file, the latter is put together.
- (3) Each file obtained in the previous step is then decrypted and uncompressed.
- (4) Each data file contained in the previous step is then validated against the format defined in Part A, Section 9, reference 1 of this Specification.

- (5) The data escrow agent extended verification process, as defined below in reference 2 of Part A of this Specification 2, as well as any other data escrow verification process contained in such reference.

If any discrepancy is found in any of the steps, the Deposit will be considered incomplete.

## **7.9. Retention and Confidentiality** References.

- (1) Domain Name Data Escrow Specification (work in progress), <http://tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow>
- (2) Domain Name Registration Data (DNRD) Objects Mapping, <http://tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping>
- (3) OpenPGP Message Format, <http://www.rfc-editor.org/rfc/rfc4880.txt>
- (4) OpenPGP parameters, <http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml>
- (5) ICANN interfaces for registries and data escrow agents, <http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces>

## **PART B – LEGAL REQUIREMENTS**

1. **Escrow Agent.** Prior to entering into an escrow agreement, the Registry Operator must provide notice to ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendments thereto. In addition, prior to entering into an escrow agreement, Registry Operator must obtain the consent of ICANN to (a) use the specified Escrow Agent, and (b) enter into the form of escrow agreement provided. ICANN must be expressly designated as a third-party beneficiary of the escrow agreement. ICANN reserves the right to withhold its consent to any Escrow Agent, escrow agreement, or any amendment thereto, all in its sole discretion.
2. **Fees.** Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within fifteen (15) calendar days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, ICANN shall have a claim for such amount against Registry Operator, which Registry Operator shall be required to submit to ICANN together with the next fee payment due under the Registry Agreement.
3. **Ownership.** Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the

Registry Agreement any Deposit is released from escrow to ICANN, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed to ICANN or to a party designated in writing by ICANN on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis, for any use related to the operation, maintenance or transition of the TLD.

~~7.1 Retention~~4. Integrity and Confidentiality. Escrow Agent ~~shall~~will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility ~~that, which~~ is accessible only to authorized representatives of Escrow Agent. ~~Escrow Agent shall use commercially reasonable efforts to,~~ (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures and (iii) keep and safeguard each Deposit for one (1) year. ICANN and Registry Operator ~~shall have~~will be provided the right to inspect Escrow ~~Agent's written~~Agent's applicable records ~~with respect to this Agreement~~ upon reasonable prior notice and during normal business hours. Registry Operator and ICANN will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 from time to time.

~~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.~~If Escrow Agent ~~shall use commercially reasonable efforts to protect the confidentiality~~receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release 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~~will promptly notify the Registry Operator and ICANN ~~within seven days or as soon as practicable and reasonably cooperate with~~unless prohibited by law. After notifying the Registry Operator and ~~/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful,~~ Escrow, Escrow Agent shall allow sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate

with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

~~Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.~~

~~85. **Duplication Copies.** Escrow Agent may be permitted to 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.~~the escrow agreement.~~

~~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~~6. **Release of Deposits.** Escrow Agent will make available for electronic download (unless otherwise requested) to ICANN or its designee, within twenty-four (24) hours, at the Registry Operator's expense, 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 belowa request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

~~9.1 One of the following notices:~~

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

~~9.1.2 A written notice by~~6.1. the Registry Operator that the Sponsored TLD Registry Operator Agreement has expired without renewal<sub>2</sub>, 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, 6.2. ICANN has not received a notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent within five (5) calendar days after the Deposit's Deposit's scheduled delivery date, notification of receipt from; (a) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and~~

~~(b) ICANN 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 (7) calendar days after the such notice under Section 9.1.5.2, received notice the notification 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 6.3. ICANN has received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of failed verification of a Full Deposit or of failed verification of five Incremental Deposits within any calendar month; and the latest escrow deposit for a specific date or a notification of a missing deposit, and the notification is for a deposit that should have been made on Sunday (i.e., a Full Deposit); (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven (7) calendar days after such notice, received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of verification of a remediated version of such Full Deposit; or~~

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

~~9.1.6.3~~6.4. ICANN has received five notifications from Escrow Agent within the last thirty (30) calendar days notifying ICANN of either missing or failed escrow deposits that should have been made Monday through Saturday (i.e., a Differential Deposit), and (x) ICANN provided notice to Registry Operator of the receipt of such notifications; and (y) ICANN has not, within seven (7) calendar days after ~~the notice under Section 9.1.6.2~~delivery of such notice to Registry Operator, received ~~notice~~notification from Escrow Agent of verification of a remediated version of ~~the~~such Differential 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~~

6.5. Registry Operator has: (i) ceased to conduct its business in the ordinary course; or (ii) filed for bankruptcy, become insolvent or anything analogous to any of the foregoing under the laws of any jurisdiction anywhere in the world; or

6.6. Registry Operator has experienced a failure of critical registry functions and ICANN has asserted its rights pursuant to Section 3.1(c)(ix) of the Agreement; or

~~9.1.8 A written notice by ICANN or Registry Operator that a~~6.7. a competent 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; or

~~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 Operator Agreement and undertakings made in writing to registrants at registration including with respect to the collection and use of personal information about the registrant for marketing purposes. 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/or ICANN under Sections 9.1.1 to 9.1.8, as applicable.~~

6.8. pursuant to Contractual and Operational Compliance Audits as specified under Section 3.3 of the Agreement.

~~10. Release of Deposit to Registry Operator.~~ Unless Escrow Agent ~~shall~~ has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ~~Registry Operator~~ ICANN upon expiration or termination of this ~~the Registry Agreement in accordance with Sections 14.1 and 14.2.1 of this~~ or the Escrow Agreement.

#### ~~11.7.~~ **Procedure After Release**      Verification of Deposits.

7.1. Within twenty-four (24) hours after receiving each Deposit or corrected Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a notification generated for each Deposit. Reports will be delivered electronically using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification.

7.2. If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify Registry Operator either by email, fax or phone and ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification) of such nonconformity or non-receipt within twenty-four (24) hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.

8. **Amendments.** Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

~~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), and subject to Section 9.4 above, 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 Operator Agreement) shall immediately have the right, subject to~~

~~Section 9.4 above, to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Operator 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 Operator 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 Operator 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.** Escrow Agent shall indemnify and hold harmless Registry Operator and ICANN shall, jointly and severally, indemnify and hold harmless Escrow Agent, and each of ~~its~~their respective 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, and 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 Operator 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 Operator 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 Operator 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 Operator Agreement also apply. Neither Registry Operator nor ICANN shall be liable to each other 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 Operator 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 Operator Agreement (including all its appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the Sponsored TLD Registry Operator Agreement; and the Sponsored TLD Registry Operator Agreement shall control in the event of any conflict between this Agreement and the Sponsored TLD Registry Operator 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 SPECIFICATION 3**  
**~~Zone File Access Agreement~~**

**1. Parties**

~~The User named in this Agreement hereby contracts with ("Registry Operator") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by 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 Registry Operator, 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 that will be used to access Registry Operator's server to transfer copies of the Data:~~

~~Name:~~

### FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide one set of monthly reports per gTLD, using the API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5, with the following content.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three (3) months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).

1. **Per-Registrar Transactions Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

~~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 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 .MUSEUM 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~~

~~Registry Operator grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by 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 Registry Operator or any ICANN-Accredited Registrar, except as reasonably~~

~~necessary to register domain names or modify existing registrations. 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) Not use this Data, nor permit this Data to be used to harass, annoy, interrupt, disrupt, or interfere in the normal business operations of any registrant.~~

~~(c) Not to use this Data, nor permit this Data to be used for any marketing purposes whatsoever.~~

~~(d) 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.~~

~~(e) Comply with all applicable laws and regulations governing the use of the Data.~~

~~(f) Not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent 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).~~

~~(g) 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 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. 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~~**

~~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, 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." 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 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 Registry 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

(\_\_\_\_\_ ) 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 [jurisdiction]. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the [relevant courts within jurisdiction] 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 Registry Operator at [address of Registry Operator]. 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 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 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.~~

~~[Name of Registry Operator]~~

~~By:~~

~~(sign)~~

~~Name:~~

~~(print)~~

~~Title:~~

Date:

User:

By:

(sign)

Name:

(print)

Title:

Date:

**~~ASSIGNED USERID AND PASSWORD~~**

~~(To be assigned by Registry Operator upon execution of this Agreement):~~

~~USERID:~~

~~PASSWORD:~~

## ~~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	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	<a href="http://www.iana.org/assignments/registrar-ids">http://www.iana.org/assignments/registrar-ids</a> For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) either 9998 or 9999 should be used depending on registration type (as described in Specification 5), otherwise the sponsoring Registrar IANA id should be used as specified in <a href="http://www.iana.org/assignments/registrar-ids">http://www.iana.org/assignments/registrar-ids</a>
03	total-domains	total domain names under sponsorship in any EPP status but pendingCreate that have not been purged
04	total-nameservers	total name servers (either host objects or name server hosts as domain name attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged
05	net-adds-1-yr	number of domains successfully added registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.

06	net-adds-2-yr	number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of two(2) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of three (3) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
08	net-adds-4-yr	<del>etc</del> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of four (4) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
09	net-adds-5-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of five (5) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
10	net-adds-6-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of six (6) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
11	net-adds-7-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of seven (7) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
12	net-adds-8-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of eight (8) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
13	net-adds-9-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of nine (9) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month the add grace period ends.
14	net-adds-10-yr	<u>" "</u> number of domains successfully registered ( <u>i.e., not in EPP pendingCreate status</u> ) with an initial term of ten (10) years ( <u>and not deleted within the add grace period</u> ). A transaction must be reported in the month



		<u>the add grace period ends.</u>
15	net-renews-1-yr	<u>number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
16	net-renews-2-yr	<u>number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
17	net-renews-3-yr	<u>number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
18	net-renews-4-yr	<del>etc</del> <u>number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
19	net-renews-5-yr	<u>" "number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
20	net-renews-6-yr	<u>" "number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
21	net-renews-7-yr	<u>" "number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
22	net-renews-8-yr	<u>" "number of domains successfully renewed (i.e., not</u>

		<u>in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
23	net-renews-9-yr	<u>" "number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
24	net-renews-10-yr	<u>" "number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.</u>
25	<del>-transfer-gaining-successful</del> <u>transfer-gaining-successful</u>	<u>number of domain</u> transfers initiated by this registrar that were <del>ack'd by the other registrar</del> <del>either by command</del> <u>successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction must be reported in the month the transfer grace period ends.</u>
26	<del>-transfer-gaining-nacked</del> <u>transfer-gaining-nacked</u>	<u>number of domain</u> transfers initiated by this registrar that were <del>n'acked</del> <u>rejected (e.g., EPP transfer op="reject")</u> by the other registrar
27	<del>-transfer-losing-successful</del> <u>transfer-losing-successfully</u>	<u>number of domain</u> transfers initiated by another registrar that <del>this registrar ack'd</del> <del>either by command</del> <u>were successfully completed (either explicitly or automatically approved)</u>
28	<del>-transfer-losing-nacked</del> <u>transfer-losing-nacked</u>	<u>number of domain</u> transfers initiated by another registrar that this registrar <del>n'acked</del> <u>rejected (e.g., EPP transfer op="reject")</u>
29	<del>-transfer-disputed-won</del> <u>transfer-disputed-won</u>	number of transfer disputes in which this registrar prevailed ( <u>reported in the month where the determination happened</u> )
30	transfer-disputed-lost	number of transfer disputes this registrar lost ( <u>reported in the month where the determination happened</u> )
31	<del>-transfer-disputed-nodecision</del> <u>transfer-disputed-nodecision</u>	number of transfer disputes involving this registrar with a split or no decision ( <u>reported in the month where the determination happened</u> )

32	<del>-deleted-domains-grace</del> <u>deleted-domains-grace</u>	domains deleted within the add grace period ( <u>does not include names deleted while in EPP pendingCreate status</u> ). A deletion must be reported in the month the name is purged.
33	<del>-deleted-domains-nograce</del> <u>deleted-domains-nograce</u>	domains deleted outside the add grace period ( <u>does not include names deleted while in EPP pendingCreate status</u> ). A deletion must be reported in the month the name is purged.
34	restored-domains	domain names restored <del>from redemption</del> <u>during reporting period</u>
35	restored-noreport	total number of restored names for which <u>a restore report is required by the registry, but</u> the registrar failed to submit <del>a restore report</del> <u>it</u>
<u>36</u>	<u>agp-exemption-requests</u>	<u>total number of AGP (add grace period) exemption requests</u>
<u>37</u>	<u>agp-exemptions-granted</u>	<u>total number of AGP (add grace period) exemption requests granted</u>
<u>38</u>	<u>agp-exempted-domains</u>	<u>total number of names affected by granted AGP (add grace period) exemption requests</u>
<u>39</u>	<u>attempted-adds</u>	<u>number of attempted (both successful and failed) domain name create commands</u>

The first line shall include the field names exactly as described in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read “Totals” while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD-activity-yyyymm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “yyyymm” is the year and month being reported. The file shall contain the following fields:

<u>Field #</u>	<u>Field Name</u>	<u>Description</u>
<u>01</u>	<u>operational-registrars</u>	<u>number of operational registrars in the production system at the end of the reporting period</u>
<u>02</u>	<u>zfa-passwords</u>	<u>number of active zone file access passwords at the end of the reporting period; “CZDS” may be used instead of the number of active zone file access passwords, if the Centralized Zone Data Service (CZDS) is used to provide the zone file to the end user</u>
<u>03</u>	<u>whois-43-queries</u>	<u>number of WHOIS (port-43) queries responded</u>

<u>Field #</u>	<u>Field Name</u>	<u>Description</u>
		during the reporting period
<u>04</u>	<u>web-whois-queries</u>	<u>number of Web-based Whois queries responded during the reporting period, not including searchable Whois</u>
<u>05</u>	<u>searchable-whois-queries</u>	<u>number of searchable Whois queries responded during the reporting period, if offered</u>
<u>06</u>	<u>dns-udp-queries-received</u>	<u>number of DNS queries received over UDP transport during the reporting period</u>
<u>07</u>	<u>dns-udp-queries-responded</u>	<u>number of DNS queries received over UDP transport that were responded during the reporting period</u>
<u>08</u>	<u>dns-tcp-queries-received</u>	<u>number of DNS queries received over TCP transport during the reporting period</u>
<u>09</u>	<u>dns-tcp-queries-responded</u>	<u>number of DNS queries received over TCP transport that were responded during the reporting period</u>
<u>10</u>	<u>srs-dom-check</u>	<u>number of SRS (EPP and any other interface) domain name “check” requests responded during the reporting period</u>
<u>11</u>	<u>srs-dom-create</u>	<u>number of SRS (EPP and any other interface) domain name “create” requests responded during the reporting period</u>
<u>12</u>	<u>srs-dom-delete</u>	<u>number of SRS (EPP and any other interface) domain name “delete” requests responded during the reporting period</u>
<u>13</u>	<u>srs-dom-info</u>	<u>number of SRS (EPP and any other interface) domain name “info” requests responded during the reporting period</u>
<u>14</u>	<u>srs-dom-renew</u>	<u>number of SRS (EPP and any other interface) domain name “renew” requests responded during the reporting period</u>
<u>15</u>	<u>srs-dom-rgp-restore-report</u>	<u>number of SRS (EPP and any other interface) domain name RGP “restore” requests delivering a restore report responded during the reporting period</u>
<u>16</u>	<u>srs-dom-rgp-restore-request</u>	<u>number of SRS (EPP and any other interface) domain name RGP “restore” requests responded during the reporting period</u>
<u>17</u>	<u>srs-dom-transfer-approve</u>	<u>number of SRS (EPP and any other interface) domain name “transfer” requests to approve transfers responded during the reporting period</u>
<u>18</u>	<u>srs-dom-transfer-cancel</u>	<u>number of SRS (EPP and any other interface)</u>

<u>Field #</u>	<u>Field Name</u>	<u>Description</u>
		<u>domain name “transfer” requests to cancel transfers responded during the reporting period</u>
<u>19</u>	<u>srs-dom-transfer-query</u>	<u>number of SRS (EPP and any other interface) domain name “transfer” requests to query about a transfer responded during the reporting period</u>
<u>20</u>	<u>srs-dom-transfer-reject</u>	<u>number of SRS (EPP and any other interface) domain name “transfer” requests to reject transfers responded during the reporting period</u>
<u>21</u>	<u>srs-dom-transfer-request</u>	<u>number of SRS (EPP and any other interface) domain name “transfer” requests to request transfers responded during the reporting period</u>
<u>22</u>	<u>srs-dom-update</u>	<u>number of SRS (EPP and any other interface) domain name “update” requests (not including RGP restore requests) responded during the reporting period</u>
<u>23</u>	<u>srs-host-check</u>	<u>number of SRS (EPP and any other interface) host “check” requests responded during the reporting period</u>
<u>24</u>	<u>srs-host-create</u>	<u>number of SRS (EPP and any other interface) host “create” requests responded during the reporting period</u>
<u>25</u>	<u>srs-host-delete</u>	<u>number of SRS (EPP and any other interface) host “delete” requests responded during the reporting period</u>
<u>26</u>	<u>srs-host-info</u>	<u>number of SRS (EPP and any other interface) host “info” requests responded during the reporting period</u>
<u>27</u>	<u>srs-host-update</u>	<u>number of SRS (EPP and any other interface) host “update” requests responded during the reporting period</u>
<u>28</u>	<u>srs-cont-check</u>	<u>number of SRS (EPP and any other interface) contact “check” requests responded during the reporting period</u>
<u>29</u>	<u>srs-cont-create</u>	<u>number of SRS (EPP and any other interface) contact “create” requests responded during the reporting period</u>
<u>30</u>	<u>srs-cont-delete</u>	<u>number of SRS (EPP and any other interface) contact “delete” requests responded during the reporting period</u>
<u>31</u>	<u>srs-cont-info</u>	<u>number of SRS (EPP and any other interface) contact “info” requests responded during the reporting period</u>

<u>Field #</u>	<u>Field Name</u>	<u>Description</u>
<u>32</u>	<u>srs-cont-transfer-approve</u>	<u>number of SRS (EPP and any other interface) contact “transfer” requests to approve transfers responded during the reporting period</u>
<u>33</u>	<u>srs-cont-transfer-cancel</u>	<u>number of SRS (EPP and any other interface) contact “transfer” requests to cancel transfers responded during the reporting period</u>
<u>34</u>	<u>srs-cont-transfer-query</u>	<u>number of SRS (EPP and any other interface) contact “transfer” requests to query about a transfer responded during the reporting period</u>
<u>35</u>	<u>srs-cont-transfer-reject</u>	<u>number of SRS (EPP and any other interface) contact “transfer” requests to reject transfers responded during the reporting period</u>
<u>36</u>	<u>srs-cont-transfer-request</u>	<u>number of SRS (EPP and any other interface) contact “transfer” requests to request transfers responded during the reporting period</u>
<u>37</u>	<u>srs-cont-update</u>	<u>number of SRS (EPP and any other interface) contact “update” requests responded during the reporting period</u>

The first line shall include the field names exactly as described in the table above as a “header line” as described in section 2 of RFC 4180. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

For gTLDs that are part of a single-instance Shared Registry System, the Registry Functions Activity Report may include the total contact or host transactions for all the gTLDs in the system.

SPECIFICATION 4  
**Appendix 5**  
REGISTRATION DATA PUBLICATION SERVICES

1. Registration Data Directory Services. Until ICANN requires a different protocol, Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

**Whois Specifications**

**Public Whois Specification**

~~The Registry Operator will provide RFC954-conformant Whois service. This Appendix is subject to change by agreement of the Registry Operator and ICANN during the design process as well as during the IETF standards process. The following provides the target architecture and initial functionality. In addition, Registry Operator agrees to implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification~~ shall implement a new standard supporting access to domain name registration data (SAC 051) no later than one hundred thirty-five (135) days after it is requested by ICANN if: 1) the IETF ~~specification is adopted~~ produces a standard (i.e., it is published, at least, as a Proposed Standard [RFC 2026, section 4.1.1] RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

- 1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.
- 1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.
- 1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

- 1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.

## **RFC954-Conformant Whois**

~~The standard registry-level Whois service is intended as a lookup service for registries, registrars, registrants, as well as for other individuals and businesses that wish to query details about domain names or nameservers stored in the registry. The standard Whois service will provide a central location for all authoritative .museum TLD data. It will be in addition to Whois services provided by registrars.~~

~~The RFC954-conformant Whois service will be engineered to handle moderate transaction load and be integral to the standard suite of Registry Services. The RFC954-conformant Whois service will conform to the requirements of this Appendix.~~

~~The registry-level Whois service will provide Whois data in response to queries over port 43, in conformity to the RFC 954 standard. The Registry Operator, or other vendor arranged by the Registry Operator, will also provide a port 80 (web) interface to allow convenient user access to the Whois service.~~

## **Whois Service Data Elements**

~~The registry-level Whois service will include the following data elements:~~

- ~~• The name of the domain name registered;~~
- ~~• The IP addresses of the primary nameserver and secondary nameserver(s) for the name registered;~~
- ~~• The corresponding names of those nameservers;~~
- ~~• The identity of the of the sponsoring registrar;~~
- ~~• The ENS identity of the registrant;~~
- ~~• The original creation date and term of the registration;~~
- ~~• The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the domain name registrant;~~



- ~~• The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and~~
- ~~• The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.~~

### ~~Minimum Data Update Frequency~~

~~The Registry Operator shall make reasonable efforts to have the data updated continuously as requests are processed, in a matter of seconds or minutes. The Registry Operator shall ensure that records in the Whois server are updated no later than 24 hours after the completion of the registration or modification transaction with the registrar.~~

### ~~Extensible Field Capability~~

~~MuseDoma will provide a directory service at `directory.museum` as described in Appendix 6. Means for accessing selected records in the database underlying that service may be provided as an extension of the Whois facility.~~

### ~~Privacy Capability~~

~~The Registry Operator may introduce the optional ability to associate privacy labels to a record in the Registry Database. These fields would appear in an "additional information" section of the Whois data. The maximum number of custom fields allowed per record is yet to be determined. The privacy label capability allows registrants to associate with certain data an indication of any special disclosure or handling restrictions.~~

### ~~Query Control/Object Type Control~~

~~The following keywords restrict a search to specific object type:~~

~~**Domain:** Search only by domain objects. The input string is searched in the Name field.~~

~~**Contact:** Search only contact objects. The input string is searched in the ID field.~~

**Nameserver:** Search only by nameserver objects. The input string is searched in the nameserver name field or the IP address field.

**Registrar:** Search only registrar objects. The input string is searched in the Name field.

By default, if no object type control is specified, then the Name field of the Domain object is searched.

## Whois Output Fields

The Whois service will provide responses to queries as described below. In the event that a query produces no match, the response of the Whois server will begin with the words "No matching data found."

### 1.5. Domain **Record**Name Data:

A Whois query that results in domain information will return the following fields from the Domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record.

Domain ID

Domain Name

Domain Status

Sponsoring Registrar

ENS Identity

Registrant, Administrative, Technical and Billing Contact Information including

Contact ID

Contact Name

Contact Organization

Contact Address, City, State/Province, Country

Contact Postal Code

Contact Phone, Fax, E-mail

Name Servers associated with this domain

Created Date

Last Updated Date

Last Transferred Date

Additional fields (Sponsor specified)

Domain Registration Date

Domain Expiration Date

Domain Last Updated Date

Nameserver Record:

~~Nameserver ID  
Nameserver name  
Currently Associated (true/false)  
Nameserver status  
IP addresses associated  
Created Date  
Sponsoring Registrar  
Last Updated Date  
Last Transferred Date  
Additional fields (Sponsor specified)~~

### **Contact Record:**

~~A Whois query that results in contact information will return the following. This set of information is referred to as the Contact Record.~~

~~Contact ID  
Contact Name  
Contact Organization  
Contact Address, City, State/Province, Country + 3 street fields  
Contact Postal Code  
Contact Phone, Fax, E-mail  
Contact Registration Date  
Contact Last Updated Date  
Currently Associated  
Contact Status  
ENS Identity  
Sponsoring Registrar  
Created Date  
Last Transferred Date~~

### **Registrar Record:**

~~A Whois query that results in registrar information will return the following. This set of information is referred to as the Registrar Record.~~

~~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 Billing Contacts~~

## ~~Sample Whois Output~~

~~This section provides sample output from the Whois server for each type of Registry Object: Domain, Contact, and Nameserver. The output is structured as key/value pairs, which simplifies machine-readability.~~

### ~~Domain Record:~~

~~Input~~1.5.1 ~~Query format:~~ whois "~~domain =  
musedoma.museum~~"EXAMPLE.TLD

~~Output:~~ Domain ID: ~~AAA-0001~~  
1.5.2 ~~Response format:~~

Domain Name: ~~MUSEDOMA.MUSEUM~~EXAMPLE.TLD  
Domain ID: ~~D1234567-TLD~~  
WHOIS Server: ~~whois.example.tld~~  
Referral URL: ~~http://www.example.tld~~  
Updated Date: ~~2009-05-29T20:13:00Z~~  
Creation Date: ~~2000-10-08T00:45:00Z~~  
Registry Expiry Date: ~~2010-10-08T00:44:59Z~~  
Sponsoring Registrar: ~~SAMPLE~~EXAMPLE REGISTRAR LLC  
~~ENS Identity: ORG-00004~~  
Sponsoring Registrar IANA ID: ~~5555555~~  
Domain Status: ~~ACTIVE~~clientDeleteProhibited  
Domain Status: clientRenewProhibited  
Domain Status: clientTransferProhibited  
Domain Status: serverUpdateProhibited  
Registrant ID: ~~5372808-ERL~~  
Registrant Name: ~~CARY KARP~~EXAMPLE REGISTRANT  
Registrant Organization: ~~MUSEUM DOMAIN MANAGEMENT~~  
~~ASSOCIATION~~EXAMPLE ORGANIZATION  
Registrant ~~Address: FRESCATIVÄGEN 40~~Street: 123 EXAMPLE  
STREET  
Registrant City: ~~STOCKHOLM~~ANYTOWN  
Registrant State/Province: ~~AAP~~  
~~Registrant Country: SE~~  
Registrant Postal Code: ~~10405~~A1A1A1  
Registrant Country: EX  
Registrant Phone ~~Number: +46-8-5195-4055~~: +1.5555551212  
~~Registrant Facsimile Number: +46-8-5195-5100~~

Registrant Phone Ext: 1234  
Registrant Fax: +1.5555551213  
Registrant Fax Ext: 4321  
Registrant Email:  
~~KARP@MUSEDOMA.MUSEUM~~EMAIL@EXAMPLE.TLD  
Admin ID: ~~PER-00001~~5372809-ERL  
Admin Name: ~~CARY KARP~~EXAMPLE REGISTRANT ADMINISTRATIVE  
Admin Organization: ~~MUSEUM DOMAIN MANAGEMENT~~  
~~ASSOCIATION~~EXAMPLE REGISTRANT ORGANIZATION  
Admin ~~Address: FRESCATIVÄGEN 40~~Street: 123 EXAMPLE STREET  
Admin City: ~~STOCKHOLM~~ANYTOWN  
Admin State/Province: ~~AAP~~  
~~Admin Country: SE~~  
Admin Postal Code: ~~10405~~A1A1A1  
~~Admin Country: EX~~  
Admin Phone ~~Number: +46-8-5195-4055~~: +1.5555551212  
~~Admin Facsimile Number: +46-8-5195-5100~~  
Admin Phone Ext: 1234  
Admin Fax: +1.5555551213  
Admin Fax Ext:  
Admin Email:  
~~KARP@MUSEDOMA.MUSEUM~~EMAIL@EXAMPLE.TLD  
Tech ID: ~~PER-00001~~5372811-ERL  
Tech Name: ~~CARY KARP~~EXAMPLE REGISTRAR TECHNICAL  
Tech Organization: ~~MUSEUM DOMAIN MANAGEMENT~~  
~~ASSOCIATION~~EXAMPLE REGISTRAR LLC  
Tech ~~Address: FRESCATIVÄGEN 40~~Street: 123 EXAMPLE STREET  
Tech City: ~~STOCKHOLM~~ANYTOWN  
Tech State/Province: ~~AAP~~  
~~Tech Country: SE~~  
Tech Postal Code: ~~10405~~A1A1A1  
~~Tech Country: EX~~  
Tech Phone ~~Number: +46-8-5195-4055~~: +1.1235551234  
~~Tech Facsimile Number: +46-8-5195-5100~~  
Tech Phone Ext: 1234  
Tech Fax: +1.5555551213  
Tech Fax Ext: 93  
Tech Email: ~~KARP@MUSEDOMA.MUSEUM~~EMAIL@EXAMPLE.TLD  
~~Billing ID: PER-00001~~  
Name Server: NS01.EXAMPLEREGISTRAR.TLD  
Name Server: NS02.EXAMPLEREGISTRAR.TLD  
DNSSEC: signedDelegation

DNSSEC: unsigned  
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.6. Registrar Data:

1.6.1 Query format: whois "registrar Example Registrar, Inc."

1.6.2 Response format:

~~Billing~~Registrar Name: ~~CARY KARP~~Example Registrar, Inc.  
~~Street:~~ 1234 Admiralty Way  
~~Billing Organization:~~ ~~MUSEUM DOMAIN MANAGEMENT ASSOCIATION~~  
~~Billing Address:~~ ~~FRESCATIVÄGEN 40~~  
~~Billing~~City: ~~STOCKHOLM~~Marina del Rey  
~~Billing~~State/Province: ~~ACA~~  
~~Billing~~Country: ~~SE~~  
~~Billing~~Postal Code: ~~10405~~90292  
~~Country:~~ US  
~~Billing~~Phone Number: ~~+46-8-51954055~~1.3105551212  
~~Billing~~FacsimileFax Number: ~~+46-8-51955100~~1.3105551213  
~~Billing~~Email: ~~KARP@MUSEDOMA.MUSEUM~~registrar@example.tld  
~~Name~~WHOIS Server: ~~NIC.MUSEUM.ORG~~whois.example-registrar.tld  
~~Referral~~ URL: http://www.example-registrar.tld  
~~Name~~ Server: ~~WWW.ICOM.ORG~~  
~~Created~~ On: ~~JANUARY 2, 2002~~  
~~Expires~~ On: ~~JANUARY 2, 2004~~  
~~Updated~~ On: ~~JANUARY 2, 2002~~

~~Admin~~ Contact-~~Record:~~ Joe Registrar  
~~Input:~~ ~~whois "contact = Cary Karp"~~  
~~Phone~~ Number: +1.3105551213  
~~Fax~~ Number: +1.3105551213  
~~Email:~~ joeregistrar@example-registrar.tld  
~~Output:~~Admin Contact-~~ID:~~ ~~PER-00001~~Jane Registrar  
~~Phone~~ Number: +1.3105551214  
~~Fax~~ Number: +1.3105551213  
~~Email:~~ janeregistrar@example-registrar.tld  
~~Technical~~ Contact: John Geek  
~~Name:~~ ~~CARY KARP~~  
~~ENS~~ Identity: ~~ORG-0001~~  
~~Organization:~~ ~~MUSEUM DOMAIN MANAGEMENT ASSOCIATION~~  
~~Address:~~ ~~FRESCATIVÄGEN 40~~  
~~City:~~ ~~STOCKHOLM~~

State: A  
Country: SE  
Postal Code: 10405  
Phone Number: +~~46-8-5195-4055~~1.3105551215  
Facsimile Fax Number: +~~46-8-5195-5100~~1.3105551216  
Email: [johngeek@example-registrar.tld](mailto:johngeek@example-registrar.tld)  
>>> [Last update of WHOIS database: 2009-05-29T20:15:00Z <<<](#)

E-mail: [KARP@MUSEDOMA.MUSEUM](mailto:KARP@MUSEDOMA.MUSEUM)  
Sponsoring Registrar: SAMPLE  
Created On: ~~JANUARY 2, 2002~~  
Updated On: ~~JANUARY 2, 2002~~

### 1.7. Nameserver **Record** Data:

1.7.1 **Query format:** [whois "nameserver \(nameserver name\)", or whois "nameserver \(IP Address\)."](#) For example: [whois "nameserver NS1.EXAMPLE.TLD"](#).

Input: ~~whois "nameserver nic.musedoma.museum"~~  
Output: ~~Nameserver ID: HST-1~~  
Nameserver name: ~~NIC.MUSEDOMA.MUSEUM~~  
Currently Associated (true/false): ~~T~~  
Nameserver status: ~~ACTIVE~~  
IP addresses associated: ~~130.242.24.6~~  
Sponsoring Registrar: ~~SAMPLE~~  
Created by registrar: ~~JANUARY 2, 2002~~  
Last Updated by Registrar: ~~JANUARY 2, 2002~~  
Last Transferred Date: ~~JANUARY 2, 2002~~  
Additional fields (Sponsor specified)

### **Registrar Record** 1.7.2 Response format:

Input: ~~whois "registrar SAMPLE"~~  
Output: ~~Registrar ID: REG-01~~  
Registrar Server Name: ~~SAMPLE~~[NS1.EXAMPLE.TLD](#)  
Registrar Status: ~~ACTIVE~~  
Registrar Address 1: ~~123 Some Street~~  
Registrar IP Address 2: ~~192.0.2.123~~  
IP Address: ~~2001:0DB8::1~~  
Registrar: ~~Example Registrar, Inc.~~  
WHOIS Server: ~~whois.example-registrar.tld~~  
Registrar City: ~~Acity~~

~~Registrar State/Province: RE  
Registrar Country: CG  
Registrar Postal Code: 12345  
Registrar Phone: +11-11-1111-1111  
Registrar E-mail: jdoe@sample.museum  
Admin Contact Name: Jane Doe  
Admin Contact Phone: +11-11-1111-1111  
Admin Contact E-mail: jdoe@sample.museum  
Billing Contact Name: Jane Doe  
Billing Contact Phone: +11-11-1111-1111  
Billing Contact E-mail: jdoe@sample.museum~~

### ~~Whois Provider Data Specification~~

~~Registry Operator shall provide bulk access 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 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 TLD Sponsorship 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 TLD Sponsorship 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 require Registry Operator to 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 provides the target architecture and initial functionality.~~

### ~~A. Procedures for Providing Access~~

~~Registry Operator shall ensure Registry Operator prepares (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 leftpadded with a zero).~~

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

~~b. The Registry Operator may optionally 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 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 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  
Registrant, Administrative, Technical and Billing Contact Information including  
ENS Identity  
Contact ID  
Contact Name  
Contact Organization  
Contact Address, City, State/Province, Country  
Contact Postal Code  
Contact Phone, Fax, E-mail  
Name Servers associated with this domain  
Created by Registrar (IANA-assigned identifier)  
Last Updated by Registrar (IANA-assigned identifier)  
Last Transferred Date  
Additional fields (Registrar specified)  
Additional fields (Sponsor 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)  
Name Server Last Updated by Registrar (IANA-assigned identifier)  
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  
ENS Identity~~

~~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 (Sponsor 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 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 schema:~~

```
<?xml version="1.0"?>  
<schema targetNamespace="urn:musedoma:whoisdb"  
xmlns="Referral URL:  
http://www.w3.org/2001/XMLSchema"example-registrar.tld  
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<
```

- 1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers (the extension will be provided as a separate field as shown above), email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.
- 1.9. In order to be compatible with ICANN's common interface for WHOIS (InterNIC), WHOIS output shall be in the format outline above.
- 1.10. **Searchability.** Offering searchability capabilities on the Directory Services is optional but if offered by the Registry Operator it shall comply with the specification described in this section.
- 1.10.1 Registry Operator will offer searchability on the web-based Directory Service.
- 1.10.2 Registry Operator will offer partial match capabilities, at least, on the following fields: domain name, contacts and registrant's name, and contact and registrant's postal address, including all the sub-fields described in EPP (e.g., street, city, state or province, etc.).
- 1.10.3 Registry Operator will offer exact-match capabilities, at least, on the following fields: Registrar ID, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).
- 1.10.4 Registry Operator will offer Boolean search capabilities supporting, at least, the following logical operators to join a set of search criteria: AND, OR, NOT.
- 1.10.5 Search results will include domain names matching the search criteria.
- 1.10.6 Registry Operator will: 1) implement appropriate measures to avoid abuse of this feature (e.g., permitting access only to legitimate authorized users); and 2) ensure the feature is in compliance with any applicable privacy laws or policies.
- 1.11. Registry Operator shall provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN website) to a web page designated by ICANN containing WHOIS policy and educational materials.

## 2. Zone File Access

### 2.1. Third-Party Access

- 2.1.1 **Zone File Access Agreement.** Registry Operator will enter into an agreement with any Internet user, which will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the “CZDA Provider”). Registry Operator (optionally through the CZDA Provider) will provide access to zone file data per Section 2.1.3 of this Specification and do so using the file format described in Section 2.1.4 of this Specification. Notwithstanding the foregoing, (a) the CZDA Provider may reject the request for access of any user that does not satisfy the credentialing requirements in Section 2.1.2 below; (b) Registry Operator may reject the request for access of any user that does not provide correct or legitimate credentials under Section 2.1.2 below or where Registry Operator reasonably believes will violate the terms of Section 2.1.5. below; and, (c) Registry Operator may revoke access of any user if Registry Operator has evidence to support that the user has violated the terms of Section 2.1.5 below.
- 2.1.2 **Credentialing Requirements.** Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address and IP address.
- 2.1.3 **Grant of Access.** Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File SFTP (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry’s zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator’s (optionally CZDA Provider’s) Zone File hosting server, and to transfer a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using SFTP, or other data transport and access protocols that may be prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called <zone>.zone.gz, with <zone>.zone.gz.md5 and <zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern <zone>-yyyymmdd.zone.gz, etc.
- 2.1.4 **File Format Standard.** Registry Operator (optionally through the CZDA Provider) will provide zone files using a subformat of the standard Master File format as originally defined in RFC 1035, Section 5, including all the

records present in the actual zone used in the public DNS. Sub-format is as follows:

1. Each record must include all fields in one line as: <domain-name> <TTL> <class> <type> <RDATA>.
2. Class and Type must use the standard mnemonics and must be in lower case.
3. TTL must be present as a decimal integer.
4. Use of \X and \DDD inside domain names is allowed.
5. All domain names must be in lower case.
6. Must use exactly one tab as separator of fields inside a record.
7. All domain names must be fully qualified.
8. No \$ORIGIN directives.
9. No use of “@” to denote current origin.
10. No use of “blank domain names” at the beginning of a record to continue the use of the domain name in the previous record.
11. No \$INCLUDE directives.
12. No \$TTL directives.
13. No use of parentheses, e.g., to continue the list of fields in a record across a line boundary.
14. No use of comments.
15. No blank lines.
16. The SOA record should be present at the top and (duplicated at) the end of the zone file.
17. With the exception of the SOA record, all the records in a file must be in alphabetical order.
18. One zone per file. If a TLD divides its DNS data into multiple zones, each zone goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.

2.1.5 Use of Data by User. Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to, use of, and disclosure of the data, and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to (i) allow, enable or otherwise support any marketing activities to entities other than the user's existing customers, regardless of the medium used (such media include but are not limited to transmission by e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts of mass unsolicited, commercial advertising or solicitations to entities), (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar, or (iii) interrupt, disrupt or interfere in the normal business operations of any registrant.

2.1.6 Term of Use. Registry Operator, through CZDA Provider, will provide each user with access to the zone file for a period of not less than three (3) months. Registry Operator will allow users to renew their Grant of Access.

2.1.7 No Fee for Access. Registry Operator will provide, and CZDA Provider will facilitate, access to the zone file to user at no cost.

## 2.2. Co-operation

2.2.1 Assistance. Registry Operator will co-operate and provide reasonable assistance to ICANN and the CZDA Provider to facilitate and maintain the efficient access of zone file data by permitted users as contemplated under this Schedule.

2.3. ICANN Access. Registry Operator shall provide bulk access to the zone files for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time. Access will be provided at least daily. Zone files will include SRS data committed as close as possible to 00:00:00 UTC.

```
xmlns:whoisdb="urn:musedoma:whoisdb"  
xmlns:eppcom="urn:ietf:params:xml:ns:eppcom-1.0"  
xmlns:epp="urn:ietf:params:xml:ns:epp-1.0"  
xmlns:contact="urn:ietf:params:xml:ns:contact-1.0"  
xmlns:domain="urn:ietf:params:xml:ns:domain-1.0"  
xmlns:host="urn:ietf:params:xml:ns:host-1.0"  
elementFormDefault="qualified">  
<!-- Import EPP Element Types -->  
<import namespace="urn:ietf:params:xml:ns:eppcom-1.0"  
schemaLocation="eppcom-1.0.xsd"/>  
<import namespace="urn:ietf:params:xml:ns:epp-1.0" schemaLocation="epp-  
1.0.xsd"/>
```



```

<import namespace="urn:ietf:params:xml:ns:contact-1.0"
schemaLocation="contact-1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:domain-1.0"
schemaLocation="domain-1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:host-1.0" schemaLocation="host-
1.0.xsd"/>
<annotation>
<documentation>XML Schema for Whois Data Escrow From MuseDoma
</documentation>
</annotation>
<!-- Child Element -->
<element name="whois-data" type="whoisdb:whoisDbType"/>
<complexType name="whoisDbType">
<choice>
<element name="full" type="whoisdb:fullsetType"/>
<element name="incremental" type="whoisdb:partialType"/>
</choice>
<attribute name="tld" type="whoisdb:tldType" use="required"/>
<attribute name="date" type="dateTime" use="required"/>
</complexType>
<simpleType name="tldType">
<restriction base="string">
<enumeration value="museum"/>
</restriction>
</simpleType>
<complexType name="fullsetType">
<sequence minOccurs="1">
<element name="contact" type="ContactType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="domain" type="DomainType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="host" type="host:infDataType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="registrar" type="whoisdb:registrarType" minOccurs="0"
maxOccurs="unbounded"/>
</sequence>
</complexType>
<complexType name="partialType">
<sequence minOccurs="1">
<element name="contact" type="ContactType" minOccurs="0"
maxOccurs="unbounded"/>

```

```

<element name="domain" type="DomainType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="host" type="host:infDataType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="registrar" type="whoisdb:registrarType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="del-contact" type="contact:sIDType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="del-domain" type="domain:sNameType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="del-host" type="host:sNameType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="del-registrar" type="eppcom:clIDType" minOccurs="0"
maxOccurs="unbounded"/>
</sequence>
</complexType>
<complexType name="registrarIDType">
<sequence>
<element name="registrar-id" type="eppcom:clIDType"/>
</sequence>
</complexType>
<complexType name="registrarType">
<sequence>
<element name="roid" type="eppcom:roidType"/>
<element name="registrar-id" type="eppcom:clIDType"/>
<element name="name" type="whoisdb:registrarNameType"/>
<element name="address" type="contact:addrType"/>
<element name="web-url" type="whoisdb:registrarWebUrlType"/>
<element name="iana-id" type="whoisdb:registrarIanaIDType"/>
<element name="contact" type="whoisdb:registrarContactType"
maxOccurs="5"/>
<element name="status" type="whoisdb:registrarStatusType"/>
<element name="crDate" type="dateTime"/>
<element name="upDate" type="dateTime" minOccurs="0"/>
</sequence>
</complexType>
<simpleType name="registrarNameType">
<restriction base="token">
<minLength value="1"/>
<maxLength value="128"/>
</restriction>

```

```

</simpleType>
<simpleType name="registrarWebUriType">
<restriction base="token"/>
</simpleType>
<simpleType name="registrarlanalDType">
<restriction base="token"/>
</simpleType>
<complexType name="registrarContactType">
<complexContent>
<extension base="eppcom:roidType">
<attribute name="type" use="required">
<simpleType>
<restriction base="string">
<enumeration value="administrative"/>
<enumeration value="billing"/>
<enumeration value="technical"/>
</restriction>
</simpleType>
</attribute>
</extension>
</complexContent>
</complexType>
<simpleType name="registrarStatusType">
<restriction base="string">
<enumeration value="active"/>
<enumeration value="suspended"/>
<enumeration value="defunct"/>
</restriction>
</simpleType>
<complexType name="DomainType">
<sequence>
<element name="name" type="eppcom:labelType"/>
<element name="roid" type="eppcom:roidType"/>
<element name="status" type="domain:statusType" maxOccurs="14"/>
<element name="registrant" type="domain:contactType" minOccurs="0"/>
<element name="contact" type="domain:contactType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="ns" type="eppcom:labelType" minOccurs="0"
maxOccurs="unbounded"/>
<element name="host" type="eppcom:labelType" minOccurs="0"
maxOccurs="unbounded"/>

```

```

<element name="clID" type="eppcom:clIDType"/>
<element name="crID" type="eppcom:clIDType"/>
<element name="crDate" type="dateTime"/>
<element name="upID" type="eppcom:clIDType" minOccurs="0"/>
<element name="upDate" type="dateTime" minOccurs="0"/>
<element name="exDate" type="dateTime" minOccurs="0"/>
<element name="trDate" type="dateTime" minOccurs="0"/>
<element name="authInfo" type="eppcom:authInfoType" minOccurs="0"/>
<element name="ENSIdentity" type="whoisdb:ENSIdType"/>
</sequence>
</complexType>
<complexType name="ContactType">
<sequence>
<element name="id" type="eppcom:clIDType"/>
<element name="roid" type="eppcom:roidType"/>
<element name="status" type="contact:statusType" maxOccurs="8"/>
<element name="ascii" type="contact:postalType"/>
<element name="i15d" type="contact:postalType" minOccurs="0"/>
<element name="voice" type="contact:e164Type" minOccurs="0"/>
<element name="fax" type="contact:e164Type" minOccurs="0"/>
<element name="email" type="normalizedString"/>
<element name="clID" type="eppcom:clIDType"/>
<element name="crID" type="eppcom:clIDType"/>
<element name="crDate" type="dateTime"/>
<element name="upID" type="eppcom:clIDType" minOccurs="0"/>
<element name="upDate" type="dateTime" minOccurs="0"/>
<element name="trDate" type="dateTime" minOccurs="0"/>
<element name="authInfo" type="eppcom:authInfoType" minOccurs="0"/>
<element name="ENSIdentity" type="whoisdb:ENSIdType"/>
</sequence>
</complexType>
<simpleType name="ENSIdType">
<restriction base="token">
<minLength value="8"/>
<maxLength value="14"/>
<pattern value="MUSEUM [a-zA-Z0-9]+"/>
</restriction>
</simpleType>
</schema>

```

## **Whois Data Specification – ICANN**

- 2.4. Emergency Operator Access. Registry Operator shall provide 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.~~ to the zone files for the TLD to the Emergency Operators designated by ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time.

~~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 Sponsorship 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 will 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**

#### 3. Bulk Registration Data Access to ICANN

- 3.1. Periodic Access to Thin Registration Data. In order to verify and ensure the operational stability of Registry Services as well as to facilitate compliance checks on accredited registrars, Registry Operator ~~shall prepare a full data set for one day of each week~~ will provide ICANN on a weekly basis (the day to be designated by ICANN). ~~Full data sets shall be with up-to-date and coherent as of 1200~~ Registration Data as specified below. Data will include data committed as of 00:00:00 UTC on the day to which they relate. Until a different day is previous to the one designated for retrieval by ICANN, the full data sets will be prepared for Sundays.

3.1.1 Contents. Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), Registrar ID (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar id (IANA ID), hostname of registrar Whois server, and URL of registrar.

3.1.2 Format. The data will be provided in the format specified in Specification 2 for Data Escrow (including encryption, signing, etc.) but including only

the fields mentioned in the previous section, i.e., the file will only contain Domain and Registrar objects with the fields mentioned above. Registry Operator has the option to provide a full deposit file instead as specified in Specification 2.

~~**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 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 Registry Operator's option, according to paragraph b below:~~

~~a3.1.3 Access. Registry Operator shall 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 have the file(s) ready for download as of 00:00:00 UTC on the day designated for retrieval by ICANN. The file(s) 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~~ by SFTP, though ICANN may request other means in the future.

Exceptional Access to Thick Registration Data. In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data as soon as commercially practicable, but in no event later than five (5) calendar days following ICANN's request. Unless otherwise agreed by Registry Operator and ICANN, the file will be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.

~~Registry Operator shall write the full data set to DAT (DDS-4) tape (or other media specified by ICANN) and sends it 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 four types of the objects and contents described for full data sets in the "Public Whois" section above.~~

## **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.~~

**SPECIFICATION 5**  
**~~.MUSEUM Appendix 6~~**  
**~~Schedule of Reserved Names~~**



## SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, ~~the Sponsor and~~ subject to the terms and conditions of this Specification, Registry Operator shall reserve ~~names formed with~~ the following labels from initial (i.e., other than renewal) registration within the ~~Sponsored-TLD~~. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label “EXAMPLE” shall be withheld from registration or allocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator offers registrations (such second level and all other levels are collectively referred to herein as, “All Levels”). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator’s designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 7.2(c) of the Agreement.

### 2. Additional Second-Level Reservations

~~A. Labels Reserved at All Levels. The following names shall be reserved as labels forming part of Registered Names within the Sponsored TLD:~~

~~ICANN-related names:~~

- ~~• -aso~~
- ~~• -gnso~~
- ~~• -icann~~
- ~~• -internic~~
- ~~• -eense~~

~~IANA-related names:~~

- ~~• -afrinic~~
- ~~• -apnic~~
- ~~• -arin~~

- ~~-example~~
- ~~-gtld-servers~~
- ~~-iab~~
- ~~-iana~~
- ~~-iana-servers~~
- ~~-iesg~~
- ~~-ietf~~
- ~~-irtf~~
- ~~-istf~~
- ~~-iacnic~~
- ~~-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.~~

- ~~2.1. All two-character ASCII labels shall be **initially reserved.** ~~The reservation of a~~ withheld from registration or allocated to Registry Operator at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator, provided that such two-character ~~second-level~~ label ~~shall~~ strings may be released to the extent that ~~the Sponsor~~ Registry Operator reaches agreement with the related government and country-code manager of the ~~country-code TLD designated by that label, or with~~ string as specified in the ISO 3166 ~~maintenance agency, whichever appropriate.~~ ~~The Sponsor-1~~ alpha-2 standard. ~~The Registry Operator~~ may also propose the release of these reservations based on its implementation of measures to avoid confusion with the~~

corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 7.2(c) of the Agreement.

- 2.2. All single character labels shall be reserved at the second level within the TLD. Registry Operator may allocate single-character second-level labels (such as a.museum, 4.museum) through ICANN-accredited registrars, based upon its implementation of a process using evaluation criteria.

### **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<sup>3</sup>. Reservations for Registry Operations.**

- 3.1. The following ~~names are reserved~~ ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the ~~Sponsored~~-TLD. ~~They may be used by the Sponsor, but upon conclusion of Sponsor's:~~ WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator upon delegation into the root zone at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the DNS, as necessary for the operation of the TLD (in accordance with the provisions of Exhibit A, the ASCII label NIC must be provisioned in the DNS as a zone cut using NS resource records). None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the ~~Sponsor~~ registry for the ~~Sponsored~~-TLD ~~they~~ all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 7.2(c) of the Agreement. Such domains shall be identified by Registrar ID 9999.

- 3.1.1 If Exhibit A to the Agreement specifically provides that Registry Operator may offer registration of IDNs, Registry Operator may also activate a language-specific translation or transliteration of the term "NIC" or an abbreviation for the translation of the term "Network Information Center" in the DNS in accordance with Registry Operator's IDN Tables and IDN Registration Rules. Such translation, transliteration or abbreviation may be reserved by Registry Operator and used in addition to the label NIC to

provide any required registry functions. For the avoidance of doubt, Registry Operator is required to activate the ASCII label NIC pursuant to Section 3.1 of this Specification 3.

3.2. [RESERVED]

3.3. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 3.1(c)(i)(B) of the Agreement. Such names may not be activated in the DNS, but may be released for registration to Registry Operator or another person or entity at Registry Operator’s discretion, subject to compliance with all the terms of this Agreement, including applicable RPMs set forth in Specification 7. Upon conclusion of Registry Operator’s designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN’s request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 3.1(c)(i)(B) of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 7.2(c) of the Agreement.

3.4. Effective upon the conclusion of the No-Activation Period specified in Section 6.1 of Specification 6, Registry Operator shall allocate the domain name “icann-sla-monitoring.<tld>” to the ICANN testing registrar (as such registrar is described in Section 8.2 of Specification 10) . If such domain name is not available for registration in the TLD or is otherwise inconsistent with the registration policies of the TLD, Registry Operator may allocate a different domain name to the ICANN testing registrar in consultation with ICANN. The allocation of any such alternative domain name will be communicated to ICANN following such consultation. The allocation of the domain name “icann-sla-monitoring.<tld>” to the ICANN testing registrar will not (i) be considered a Transaction for purposes of Section 7.2(c) of the Agreement, (ii) count towards the one hundred domain names available to Registry Operator under Section 3.2 of this Specification 5, or (iii) adversely affect Registry Operator’s qualification as a .BRAND TLD pursuant to Specification 13 (.BRAND TLD Provisions) hereto (as applicable).

4. **Country and Territory Names.** The country and territory names (including their IDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union

[http://www.iso.org/iso/support/country\\_codes/iso\\_3166\\_code\\_lists/iso-3166-1\\_decoding\\_table.htm](http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm);

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 7.2(c) of the Agreement.

- ~~nic~~
- ~~whois~~
- ~~www~~

~~E. Sponsor may register up to 4,000 domain names directly with the Registry Operator, as outlined in Appendix S, Part VII, and keep these names under direct management until the conclusion of its designation by ICANN as the sponsor for the Sponsored TLD. At that time all such names that are registered to the Sponsor (but not including those in Part B below) will be transferred at the conclusion of status of sponsor of the registry.~~

~~Part A: Names to Be Transferred at Conclusion of Sponsor Status:~~

~~ftp.museum  
gopher.museum  
imap.museum  
login.museum  
ldap.museum  
registry.museum~~

registrar.museum  
zonefile5.museum [RESERVED]

6. [RESERVED] Part B: Names to be Retained by Sponsor in the Event of Reassignment:

musedoma.museum  
mdma.museum  
musenic.museum  
themuseumdomainmanagementassociation.museum  
museumdomainmanagementassociation.museum

Part C: Names Subject to other Disposition:

~~Within 90 days of it being determined that Sponsor will conclude its designation by ICANN as the Sponsor for the Sponsored TLD, Sponsor will submit a list of all names that it has under direct management as described above. This list will indicate any name that has been made available for use by a third party in a manner that might be materially effected by the disposition of that name. Sponsor will, at the same time the list of these reserved names is submitted, notify all parties using the names appearing on it about the pending transfer of management of the registry.~~

## SPECIFICATION 6

### ~~Appendix 7~~

## REGISTRY INTEROPERABILITY AND CONTINUITY SPECIFICATIONS

### ~~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. These functional requirements shall ensure that at least the following minimum functional capabilities are provided.~~

#### 1. ~~Conventions~~ Standards Compliance

~~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.~~

- 1.1. DNS. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1123, 1982, 2181, 2182, 3226, 3596, 3597, 4343, 5966 and 6891. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").
- 1.2. EPP. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.
- 1.3. DNSSEC. Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). For the absence of doubt, Registry Operator shall sign the zone file of <TLD> and zone files used for in-bailiwick glue for the TLD's DNS servers. During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 6781 and its successors. If Registry Operator

implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841. DNSSEC validation must be active and use the IANA DNS Root Key Signing Key set (available at <https://www.iana.org/dnssec/files>) as a trust anchor for Registry Operator's Registry Services making use of data obtained via DNS responses.

- 1.4. **IDN.** If the Registry Operator offers Internationalized Domain Names (“IDNs”), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices.
- 1.5. **IPv6.** Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow “DNS IPv6 Transport Operational Guidelines” as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g., Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six (6) months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.
- 1.6. **IANA Rootzone Database.** In order to ensure that authoritative information about the TLD remains publicly available, Registry Operator shall submit a change request to the IANA functions operator updating any outdated or inaccurate DNS or WHOIS records of the TLD. Registry Operator shall use commercially reasonable efforts to submit any such change request no later than seven (7) calendar days after the date any such DNS or WHOIS records becomes outdated or inaccurate. Registry Operator must submit all change requests in accordance with the procedures set forth at <http://www.iana.org/domains/root>.
- 1.7. **Network Ingress Filtering.** Registry Operator shall implement network ingress filtering checks for its Registry Services as described in BCP 38 and BCP 84, which ICANN will also implement.



## 2. **Nameserver Requirements** Registry Services

- 2.1. **Registry Services.** “Registry Services” are, for purposes of the Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.
- 2.2. **Wildcard Prohibition.** For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a “Name Error” response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

~~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** Continuity

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

3.1. **High Availability.** Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme where applicable) to ensure continued operation in the case of technical failure (widespread or local), or an extraordinary occurrence or circumstance beyond the control of the Registry Operator. Registry Operator's emergency operations department shall be available at all times to respond to extraordinary occurrences.

3.2. **Extraordinary Event.** Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within twenty-four (24) hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of forty-eight (48) hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

3.3. **Business Continuity.** Registry Operator shall maintain a business continuity plan, which will provide for the maintenance of Registry Services in the event of an extraordinary event beyond the control of the Registry Operator or business failure of Registry Operator, and may include the designation of a Registry Services continuity provider. If such plan includes the designation of a Registry Services continuity provider, Registry Operator shall provide the name and contact information for such Registry Services continuity provider to ICANN. In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated Registry Services continuity provider, if one exists. Registry Operator shall conduct Registry Services Continuity testing at least once per year.

### 4. **Whois Service Requirements** Abuse Mitigation

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

4.1. Abuse Contact. Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

4.2. Malicious Use of Orphan Glue Records. Registry Operator shall take action to remove orphan glue records (as defined at <http://www.icann.org/en/committees/security/sac048.pdf>) when provided with evidence in written form that such records are present in connection with malicious conduct.

## 5. ~~Data Escrow Requirements~~ Supported Initial and Renewal Registration Periods

~~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 maximum whois query response time of 1.5 seconds. Failure of the Whois Service to respond to three (3) consecutive rcPing commands initiated by the Registry Operator at regular intervals within such maximum processing time shall mean the Whois Service is considered unavailable.~~

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

## ~~8. Location of Data Centers~~

~~The back-end provider will provide data centers for registration services, currently CORE. The primary data center is currently located in Dortmund, Germany. Back-up data centers are currently located in Stockholm, Sweden.~~

## ~~9. Fail Over Practice~~

~~The registry shall practice fail over between data centers not less frequently than once every two years.~~

5.1. **Initial Registration Periods.** Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, initial registrations of registered names may not exceed ten (10) years.

5.2. **Renewal Periods.** Renewal of registered names may be made in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, renewal of registered names may not extend their registration period beyond ten (10) years from the time of the renewal.

[RESERVED]

## SPECIFICATION 7

### MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. **Rights Protection Mechanisms.** Registry Operator may develop and implement rights protection mechanisms (“RPMs”) that discourage or prevent registration of domain names that violate or abuse another party’s legal rights. Registry Operator will include RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD.
2. **Dispute Resolution Mechanisms.** Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:
  - a. the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) adopted by ICANN (posted at <http://www.icann.org/en/resources/registries/pddrp>). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 6.1(c) of the Agreement) following a determination by any PDDRP panel and to be bound by any such determination; and
  - b. the Uniform Rapid Suspension system (“URS”) adopted by ICANN (posted at <http://www.icann.org/en/resources/registries/urs>), including the implementation of determinations issued by URS examiners.

SPECIFICATION 8

[INTENTIONALLY OMITTED]

## SPECIFICATION 9

### REGISTRY OPERATOR CODE OF CONDUCT

1. In connection with the operation of the registry for the TLD, Registry Operator will not, and will not allow any parent, subsidiary, Affiliate, subcontractor or other related entity, to the extent such party is engaged in the provision of Registry Services with respect to the TLD (each, a “Registry Related Party”), to:
  - a. directly or indirectly show any preference or provide any special consideration to any registrar with respect to operational access to registry systems and related registry services, unless comparable opportunities to qualify for such preferences or considerations are made available to all registrars on substantially similar terms and subject to substantially similar conditions;
  - b. register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may reserve names from registration pursuant to Section 3.1(c)(i)(B) of the Agreement;
  - c. register names in the TLD or sub-domains of the TLD based upon proprietary access to information about searches or resolution requests by consumers for domain names not yet registered (commonly known as, “front-running”); or
  - d. allow any Affiliated registrar to disclose Personal Data about registrants to Registry Operator or any Registry Related Party, except as reasonably necessary for the management and operations of the TLD, unless all unrelated third parties (including other registry operators) are given equivalent access to such user data on substantially similar terms and subject to substantially similar conditions.
2. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will, or will cause such Registry Related Party to, ensure that such services are offered through a legal entity separate from Registry Operator, and maintain separate books of accounts with respect to its registrar or registrar-reseller operations.
3. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will conduct internal reviews at least once per calendar year to ensure compliance with this Code of Conduct. Within twenty (20) calendar days following the end of each calendar year, Registry Operator will provide the results of the internal review, along with a certification executed by an executive officer of Registry Operator certifying as to Registry Operator’s compliance with this Code of Conduct, via email to an address to be provided by ICANN. (ICANN may specify in the future the form and contents of such reports or that the reports be delivered by other reasonable means.) Registry Operator agrees that ICANN may publicly post such results and certification.
4. Nothing set forth herein shall: (i) limit ICANN from conducting investigations of claims of Registry Operator’s non-compliance with this Code of Conduct; or (ii) provide grounds for



Registry Operator to refuse to cooperate with ICANN investigations of claims of Registry Operator's non-compliance with this Code of Conduct.

5. Nothing set forth herein shall limit the ability of Registry Operator or any Registry Related Party, to enter into arms-length transactions in the ordinary course of business with a registrar or reseller with respect to products and services unrelated in all respects to the TLD.
6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN's reasonable discretion, if Registry Operator demonstrates to ICANN's reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

## SPECIFICATION 10

### REGISTRY PERFORMANCE SPECIFICATIONS

#### 1. Definitions

- 1.1. **DNS.** Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.
- 1.2. **DNSSEC proper resolution.** There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.
- 1.3. **EPP.** Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.
- 1.4. **IP address.** Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.
- 1.5. **Probes.** Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.
- 1.6. **RDDS.** Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this Agreement.
- 1.7. **RTT.** Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.
- 1.8. **SLR.** Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

#### 2. Service Level Agreement Matrix

	<u>Parameter</u>	<u>SLR (monthly basis)</u>
<b>DNS</b>	<u>DNS service availability</u>	0 min downtime = 100% availability
	<u>DNS name server availability</u>	≤ 432 min of downtime (≈ 99%)
	<u>TCP DNS resolution RTT</u>	≤ 1500 ms, for at least 95% of the queries
	<u>UDP DNS resolution RTT</u>	≤ 500 ms, for at least 95% of the queries
	<u>DNS update time</u>	≤ 60 min, for at least 95% of the probes
<b>RDDS</b>	<u>RDDS availability</u>	≤ 864 min of downtime (≈ 98%)
	<u>RDDS query RTT</u>	≤ 2000 ms, for at least 95% of the queries
	<u>RDDS update time</u>	≤ 60 min, for at least 95% of the probes

<b>EPP</b>	<u>EPP service availability</u>	$\leq 864$ min of downtime ( $\approx 98\%$ )
	<u>EPP session-command RTT</u>	$\leq 4000$ ms, for at least 90% of the commands
	<u>EPP query-command RTT</u>	$\leq 2000$ ms, for at least 90% of the commands
	<u>EPP transform-command RTT</u>	$\leq 4000$ ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

### 3. DNS

- 3.1. **DNS service availability.** Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from “DNS tests” to each of their public-DNS registered “IP addresses” to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.
- 3.2. **DNS name server availability.** Refers to the ability of a public-DNS registered “IP address” of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered “IP address” of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from “DNS tests” to a name server “IP address” during a given time, the name server “IP address” will be considered unavailable.
- 3.3. **UDP DNS resolution RTT.** Refers to the RTT of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined.
- 3.4. **TCP DNS resolution RTT.** Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined.
- 3.5. **DNS resolution RTT.** Refers to either “UDP DNS resolution RTT” or “TCP DNS resolution RTT”.
- 3.6. **DNS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers

of the parent domain name answer “DNS queries” with data consistent with the change made. This only applies for changes to DNS information.

- 3.7. **DNS test.** Means one non-recursive DNS query sent to a particular “IP address” (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a “DNS resolution RTT” 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the “DNS resolution RTT” or, undefined/unanswered.
- 3.8. **Measuring DNS parameters.** Every minute, every DNS probe will make an UDP or TCP “DNS test” to each of the public-DNS registered “IP addresses” of the name servers of the domain name being monitored. If a “DNS test” result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.
- 3.9. **Collating the results from DNS probes.** The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.
- 3.10. **Distribution of UDP and TCP queries.** DNS probes will send UDP or TCP “DNS test” approximating the distribution of these queries.
- 3.11. **Placement of DNS probes.** Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

#### 4. **RDDS**

- 4.1. **RDDS availability.** Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.
- 4.2. **WHOIS query RTT.** Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.

- 4.3. **Web-based-WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.
- 4.4. **RDDS query RTT.** Refers to the collective of “**WHOIS query RTT**” and “**Web-based- WHOIS query RTT**”.
- 4.5. **RDDS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.
- 4.6. **RDDS test.** Means one query sent to a particular “**IP address**” of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.
- 4.7. **Measuring RDDS parameters.** Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered “**IP addresses**” of the servers for each RDDS service of the TLD being monitored and make an “**RDDS test**” to each one. If an “**RDDS test**” result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.
- 4.8. **Collating the results from RDDS probes.** The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.
- 4.9. **Placement of RDDS probes.** Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

## 5. **EPP**

- 5.1. **EPP service availability.** Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with “**EPP command RTT**” 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or

more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

- 5.2. **EPP session-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.
- 5.3. **EPP query-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.
- 5.4. **EPP transform-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.
- 5.5. **EPP command RTT.** Refers to “**EPP session-command RTT**”, “**EPP query-command RTT**” or “**EPP transform-command RTT**”.
- 5.6. **EPP test.** Means one EPP command sent to a particular “**IP address**” for one of the EPP servers. Query and transform commands, with the exception of “create”, shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the “**EPP command RTT**” or undefined/unanswered.
- 5.7. **Measuring EPP parameters.** Every 5 minutes, EPP probes will select one “**IP address**” of the EPP servers of the TLD being monitored and make an “**EPP test**”; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an “**EPP test**” result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.
- 5.8. **Collating the results from EPP probes.** The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. Placement of EPP probes. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

## 6. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 3.1(c)(ix) of this Agreement.

<u>Critical Function</u>	<u>Emergency Threshold</u>
<u>DNS Service</u>	<u>4-hour total downtime / week</u>
<u>DNSSEC proper resolution</u>	<u>4-hour total downtime / week</u>
<u>EPP</u>	<u>24-hour total downtime / week</u>
<u>RDDS</u>	<u>24-hour total downtime / week</u>
<u>Data Escrow</u>	<u>Reaching any of the criteria for the release of deposits described in Specification 2, Part B, Section 6.2 through Section 6.6.</u>

## 7. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

### 7.1. Emergency Escalation initiated by ICANN

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Specification, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

## 7.2. Emergency Escalation initiated by Registrars

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

## 7.3. Notifications of Outages and Maintenance

In the event that a Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

## 8. Covenants of Performance Measurement

8.1. **No interference.** Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

8.2. **ICANN testing registrar.** Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the SLRs described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement. Registry Operator shall identify these transactions using Registrar ID 9997.



## SPECIFICATION 11

### PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.
2. [RESERVED]
3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 6.1(c) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.
  - a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.
  - b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.
  - c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.
  - d. Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 7.1(c) of this Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

**Appendix S – PART I**  
**SPECIFICATION 12**  
**.MUSEUM Charter**  
**Community Registration Policy**

Registry Operator shall implement and comply with all community registration policies described below and/or attached to this Specification 12. In the event this Specification 12 conflicts with the requirements of any other provision of the Agreement, such other provision shall govern.

The .museum TLD has been established to serve the needs of the international museum community. It will be managed in accordance with the provisions of ~~this charter (“Charter”)~~ and in the Registration Policy, which shall be updated from time to time and published on the .museum website, and in the interests of that community.

The Registry Operator is responsible for establishing the Registration Policy for the .museum TLD, and in particular:

- (1) Restrictions on what persons or entities may register .museum domain names, provided the scope of this Specification 12 is not exceeded;
- (2) Restrictions on how .museum domain names may be used, provided the scope of this Specification 12 is not exceeded;
- (3) Mechanisms for enforcement of the restrictions in items (1) and (2) above, including procedures for cancellation of registrations;
- (4) Mechanisms for resolution of disputes between owners of rights and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law;
- (5) Functional and performance specifications for, and pricing of, Registry Services;
- (6) Matters concerning the operation of the Registry Operator for the TLD;
- (7) Approval of ICANN-Accredited Registrars to act as registrars for the TLD;
- (8) Terms of agreement to be offered by the Registry Operator to ICANN-Accredited Registrars approved by Registry Operator;
- (9) Reservation of names to be withheld from general registration in the TLD (in addition to those names reserved by ICANN and set forth in Specification 5).

**Eligibility**

~~(1. The Sponsor will be responsible for establishing registration requirements for the .museum TLD, provided that registrations)~~ Registrations shall be granted only

to (i) entities that are museums (as defined ~~in item 2~~ below), (ii) professional associations of museums, ~~or (iii) individuals who are professional museum workers (as defined in item 7 below)~~ with an interest or a link with museum profession and/or activity, or (iv) bona fide museum users.

~~(2-)~~ For the ~~purposes~~ purpose of this ~~Charter~~ Specification 12, the basic definition of a “museum” is provided in Article 2, Paragraph 1 of the Statutes of the International Council of Museums, as amended (“ICOM”), ~~as and~~ quoted below. The ~~Sponsor~~ Registry Operator may extend this definition to cover other entities that acquire, conserve, ~~document, and research,~~ communicate or exhibit ~~evidence of people or their~~ the tangible and intangible heritage of humanity and its environment, provided that any such extension is in accordance with community perceptions about the prevailing scope of the field of museum activity.

~~(3-)~~ The ~~Sponsor~~ Registry Operator may clarify this definition as ~~may be~~ necessary for the operation of the domain, subject to the limits on extension in item ~~(2)~~ above.

~~(4-)~~ The ~~Sponsor~~ Registry Operator may establish stricter requirements for registrants according to the requirements for ~~policy development~~ policy development set forth in ~~the Sponsorship~~ this Agreement.

~~5. The Sponsor will promptly convey to ICOM all statements of museum community need that may result in the Sponsor amending the definition of “museum” referred to in item 2 above, with the request that ICOM consider, in accordance with its procedures, commensurate modification to its definition of “museum” at the earliest date at which this may be done.~~

~~6-)~~ ~~(5)~~ The ~~Sponsor~~ Registry Operator will promptly convey to ICANN any modifications that may be made to the definition of “museum” provided in the ICOM Statutes.

~~7. For the purposes of this Charter, the definition of “professional museum worker” is provided in Article 2, Paragraph 2 of the ICOM Statutes, as quoted below. A professional museum worker shall receive registrations of Registered Names within .museum only (a) under one or more role descriptive second-level sub-domains within .museum (e.g., john.smith.curator.museum and jane.doe.conservator.museum) established for this purpose or (b) under one or more sub-domains assigned to a museum or museums with which the worker is affiliated.~~

~~From Article 2 of the Statutes of the International Council of Museums:~~

~~The ICOM Statutes were adopted by the 16th General Assembly of ICOM (The Hague, The Netherlands, 5 September 1989), amended by the 18th General Assembly of ICOM (Stavanger, Norway, 7 July 1995), and amended again by the 20th General Assembly of ICOM (Barcelona, Spain, 6 July 2001).~~

## ~~Article 2~~ Definitions

~~(1-) A museum is a non-profit-making, permanent institution in the service of society and of its development, and open to the public, which acquires, conserves, researches, communicates and exhibits, for the tangible and intangible heritage of humanity and its environment for the purposes of study, education, study and enjoyment, material evidence of people and their environment.~~

(a) The above definition of a museum shall be applied without any limitation arising from the nature of the governing body, the territorial character, the functional structure or the orientation of the collections of the institution concerned.

(b) In addition to institutions designated as "“museums”" the following qualify as museums for the purposes of this definition:

(i) natural, archaeological and ethnographic monuments and sites and historical monuments and sites of a museum nature that acquire, conserve and communicate material evidence of people and their environment;

(ii) institutions holding collections of and displaying live specimens of plants and animals, such as botanical and zoological gardens, aquaria and vivaria;

(iii) science centres and planetaria;

(iv) ~~non-profit~~ non-profit art exhibition galleries;

(v) nature reserves;

(vi) international or national or regional or local museum organizations, ministries or departments or public agencies responsible for museums as per the definition given under this article;

(vii) non-profit institutions or organizations undertaking conservation, research, education, training, documentation and other activities relating to museums and museology; and

(viii) cultural centres and other entities that facilitate the preservation, continuation and management of tangible or intangible heritage resources (living heritage and digital creative activity); ~~and~~.

## Content/Use Restrictions

~~(ix) such other institutions as the Executive Council, after seeking the advice of the Advisory Committee, considers as having some or all of the~~

~~characteristics of a museum, or as supporting museums and professional museum personnel through museological research, education or training.~~

~~2. Professional museum workers include all the personnel of museums or institutions qualifying as museums in accordance with the definition in Article 2, para. 1, having received specialized training, or possessing an equivalent practical experience, in any field relevant to the management and operations of a museum, and independent persons respecting the ICOM Code of Professional Ethics and working for museums as defined above, either in a professional or advisory capacity, but not promoting or dealing with any commercial products and equipment required for museums and services.~~

## **Appendix S – PART II**

### **Delegated Authority**

~~Registration implies compliance with a fair use that only allows a use harmless to the image of museums and the community. Non-compliance will result in suspension or termination of the domain name.~~

~~The following areas of responsibility for development of policies for the Sponsored TLD are delegated to the Sponsor, provided the other provisions of the Agreement and its Attachments are followed:~~

- ~~1. Establishment of naming conventions to be used in the Sponsored TLD.~~
- ~~2. Restrictions on what persons or entities may register Registered Names (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter (Section 1 of this Attachment) 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 (Part 1 to this Appendix S) is not exceeded.~~
- ~~4. Performance of Eligibility and Name Selection Services (ENS Services), either directly by the Sponsor or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services, provided that revenues received in connection with ENS Services are used solely to defray the cost of providing ENS Services or otherwise sponsoring the Sponsored TLD, with allowance for accumulation of reasonable operating reserves.~~

~~5. Mechanisms for enforcement of the restrictions in items 2 and 3, including procedures for cancellation of registrations. See also Subsection 3.1(d)(i)(B).~~

~~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 the Registry Operator (not to be an affiliate of the Sponsor) and establishment of the terms of agreement between Sponsor and the Registry Operator.~~

~~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, consistent with Part 4 of this Appendix S.~~

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

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

~~13. Terms of agreement between registrars and registrants under which Registered Names are registered.~~

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

~~15. Provisions for publication of registry and registrar data consistent with the Sponsorship Agreement and Registrar Accreditation Agreements.~~

~~16. Terms of agreement between or among Sponsor, Registry Operator, registrars, and registrants necessary to give effect to the above.~~

~~17. Reservation of names to be withheld from general registration in the sTLD (in addition to those names reserved by ICANN and set forth in Appendix 6).~~

~~18. Other areas of responsibility as agreed to in writing by both ICANN and Sponsor.~~

~~19. Any other policies or practices not inconsistent with the Agreement, ICANN Temporary Specifications and Policies, or Consensus Policies as applicable.~~

### ~~Appendix S – Part III Description of Sponsored TLD Community~~

~~The .MUSEUM TLD is intended to serve the needs of the international museum community, which consists of those persons and entities eligible to register in the .MUSEUM TLD pursuant to the Charter (Part I to this Appendix S).~~

#### ~~Appendix S – Part IV Selection of Registrars~~

~~This fair use will suppose among other things on notions such as legitimate interest and bona fide for registration of domain names, that the registrant must be able to justify in case of a challenge related to the domain name use.~~

~~This Attachment specifies the criteria for Sponsor's selection of ICANN-Accredited Registrars wishing to enter into an Authorizing Agreement to register domain names in the Sponsored TLD. Sponsor will select from among ICANN-Accredited Registrars in a manner that promotes the following characteristics in the group of authorized ICANN-Accredited Registrars:~~

- ~~1. Recognition of the public-benefit nature of the .museum TLD and the willingness to participate in it in that spirit;~~
- ~~2. Thorough understanding of the principles and intentions underlying .museum TLD policies, especially as manifested in the naming conventions;~~
- ~~3. Dedicated willingness to propagate and enforce these policies in an observant and diligent manner;~~
- ~~4. Familiarity with the needs of the museum community and established modes for reflecting these needs in the selection of domain names;~~
- ~~5. Broad geographic distribution of registrar locations;~~
- ~~6. Familiarity with the particular requirements of museums in the language and cultural region served by the registrar, and active interest in the deployment of appropriate Internationalized Domain Names;~~

~~7. Established collaborative contact with one or several organizations representing the museum community in the language and cultural region served by the registrar, or, if the registrar specializes in a disciplinary segment of the museum community, contact with an organization representing museums within that discipline; and~~

~~8. Dedicated willingness to act together with the museum organizations referred to above, in the processing of registration requests. Sponsor will accept applications from any ICANN-accredited Registrar but will enter into agreements with Registrars only after a decision with respect to the selection of each applicant to serve as a Registrar based on all of the above criteria and will periodically review and, as appropriate, revise its selection of Registrars based on such criteria.~~

## **Appendix S – Part V**

### **Challenges to Registrations in Violation of Charter**

#### **~~I. IN GENERAL~~**

##### **~~Enforcement~~**

~~Disputes concerning domain name registrations made in violation of the Sponsored TLD Charter. [museum eligibility criteria](#) defined in [Attachment 1 of the Agreement](#) [the Registration Policy](#) shall be resolved under [the Charter](#). [museum Eligibility Restrictions](#) Dispute Resolution Policy (the "~~CEDRP~~" "[ERDRP](#)").~~

#### **~~II. CHARTER ELIGIBILITY DISPUTE RESOLUTION POLICY~~**

##### **~~A. General Information~~**

~~All registrants in the Sponsored TLD are bound by the CEDRP. The CEDRP applies to challenges to registered domain names on the grounds that the registrant does not meet the eligibility requirements set forth in the Sponsored TLD Charter (the "Eligibility Requirements"). Challenges based on other grounds, including claims that a registration violates restrictions established by the Sponsor under its delegated authority, are not subject to the CEDRP. Any person or entity may bring a challenge to a registered domain name, under the CEDRP. To invoke the CEDRP, the challenger must submit a complaint to a CEDRP dispute resolution provider approved by ICANN (the "CEDRP Providers") in accordance with the Rules for Charter Eligibility Dispute Resolution Policy (the "CEDRP Rules").~~



## **B. Principal Documents**

The following documents provide details:

~~**1. Charter Eligibility Dispute Resolution Policy.** The CEDRP is followed by all ICANN-Accredited Registrars with respect to the Sponsored TLD. The CEDRP is attached as Exhibit 1 to this Attachment, and is made a part of the registration agreement, enforceable by Sponsor, between the Registered Name Holder and either Sponsor or the applicable registrar (see Subsection 3.7).~~

~~**2. Rules for Charter Eligibility Dispute Resolution Policy.** The CEDRP Rules will be followed by all CEDRP Providers. The CEDRP Rules will be developed by the CEDRP Providers in consultation with the Sponsor and ICANN. Such CEDRP Providers may supplement these rules, as appropriate.~~

~~**3. List of CEDRP Providers.** The then-current list of CEDRP Providers will be identified on ICANN's web site and will be made available to Sponsor to post on its web site.~~

### **EXHIBIT 1** **Charter Eligibility Dispute Resolution Policy** (the "Policy")

~~This Policy is to be incorporated in all agreements with registrants concerning domain name registrations in the Sponsored TLD (the "Registration Agreement"). "You" and "your" refer to the registrant. "Us" "our" and "we" refer to [either Sponsor or the applicable registrar (see Subsection 3.7)].~~

~~**1. Purpose.** This Charter Eligibility Dispute Resolution Policy (the "Policy") is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with disputes over the registration and use of an Internet domain name, registered by you in the Sponsored TLD. The proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for Charter Eligibility Dispute Resolution Policy (the "CEDRP Rules"), which are available at <URL to be specified by ICANN>, and the selected administrative dispute resolution service provider's supplemental rules. For the purposes of this Policy, the term "Registered Name" means a domain name registration in the Sponsored TLD.~~

~~**2. Your Representations.** By applying to register a domain name within the Sponsored TLD (a "Registered Name"), or by asking us to maintain or renew~~

~~a Registered Name, you hereby represent and warrant to us that, to your knowledge, the registration of your Registered Name conforms to the eligibility requirements set forth in the Sponsored TLD Charter (the "Eligibility Requirements").~~

~~**3. Cancellations.** We will cancel Registered Names upon our receipt of a decision of a CEDRP Provider requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy. (See Paragraph 5(e) below.) We may also cancel a Registered Name registration in accordance with the terms of your Registration Agreement or other legal requirements.~~

~~**4. Mandatory Administrative Proceeding.** This paragraph sets forth the types of disputes for which you are required to submit to a mandatory administrative proceeding under this Policy. These proceedings will be conducted before a CEDRP Provider that has been approved by the Internet Corporation for Assigned Names and Numbers ("ICANN"). A list of CEDRP Providers is available at <[www.icann.org/cedrp/approved-providers.htm](http://www.icann.org/cedrp/approved-providers.htm)>.~~

~~**(a) Applicable Disputes.** You are required to submit to a mandatory administrative proceeding in the event that a third party (a "Complainant") asserts to the applicable CEDRP Provider, in compliance with the CEDRP Rules that your Registered Name does not meet the Eligibility Requirements; in the administrative proceeding, the Complainant must prove this element.~~

~~**(b) Registered Name Disputes: Evidence of Registration in Violation of the Eligibility Requirements.** For the purposes of Paragraph 4(a), if the Panel of the CEDRP Provider finds that your Registered Name does not meet the Eligibility Requirements, then such finding shall be evidence that your Registered Name violated the Eligibility Requirements. If the Panel finds that your Registered Name violated the Eligibility Requirements, the Panel shall exercise the remedy set forth in Section 5(e).~~

~~**(c) Registered Name Disputes: How to Demonstrate Your Rights to and Legitimate Interests in the Registered Name in Responding to a Complaint.** For the purposes of Paragraph 4(a), when you receive a complaint, you should refer to the CEDRP Rules in determining how your response should be prepared.~~

~~**5. Procedure.**~~

~~**(a) Selection of CEDRP Provider.** The Complainant shall select the CEDRP Provider from those on the list of CEDRP Providers available at [www.icann.org/cedrp/approvedproviders.htm](http://www.icann.org/cedrp/approvedproviders.htm) by submitting the complaint to that CEDRP Provider. The selected CEDRP Provider will administer the proceeding.~~

~~**(b) Initiation of Proceeding and Process and Appointment of the Panel.** The CEDRP Rules state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Panel").~~

~~**(c) Fees.** All fees charged by a CEDRP Provider in connection with any dispute before a Panel shall be paid in accordance with the CEDRP Rules.~~

~~**(d) Our Involvement in Administrative Proceedings.** We do not, and will not, participate in the administration or conduct of any proceeding before a Panel. In addition, we will not be liable as a result of any decisions rendered by the Panel.~~

~~**(e) Remedy.** The remedy available to a Complainant pursuant to any proceeding before a Panel shall be limited to the cancellation of your Registered Name.~~

~~**(f) Notification and Publication.** The CEDRP Provider shall notify us and ICANN of any decision made by a Panel with respect to a Registered Name. All decisions under this Policy will be published in full over the Internet, except when a Panel determines in an exceptional case to redact portions of its decision.~~

~~**6. All Other Disputes and Litigation.** All other disputes between you and any party other than us regarding your Registered Name that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.~~

~~**7. Our Involvement in Disputes.** We will not participate in any way in any dispute between you and any party other than us or the operator of the Sponsored TLD registry regarding the registration and use of your Registered Name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defenses deemed appropriate, and to take any other action necessary to defend ourselves.~~

~~**8. Maintaining the Status Quo.** We will not cancel, transfer, activate, deactivate, or otherwise change the status of any Registered Name under this Policy except as provided in Paragraph 3 above.~~

~~**9. Changing Registrars During a Dispute.** You may not transfer your Registered Name to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded.~~

~~**10. Policy Modifications.** We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <Registrar URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a CEDRP Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any Registered Name dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your Registered Name, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your Registered Name.~~

### ~~**Appendix S – Part VI Existing Sponsor Services**~~

~~As of the Effective Date of this contract, Sponsor offers the .MUSEUM index. The sponsor maintains a searchable index of the names and labels that appear in the .museum domain. The shared generic second-level labels that appear in separately delegated three-label names therefore also all resolve directly in the .museum zone in the general form sharedlabel.museum.~~

### ~~**Appendix S – Part VII Community Related Registrations**~~

~~Recognizing that: i) the charter of the .MUSEUM top-level domain is sufficiently restrictive so that it has appeal to a small, identifiable and limited community, and that said restrictions have created conditions that substantially limit market demand and as a result, registrar uptake; ii) MuseDoma is a not-for-profit entity as is the community it is required to serve by the definition of its charter; and iii) MuseDoma makes available to its~~

~~community members under certain conditions, at no cost, third-level domain names.~~

~~Therefore, MuseDoma is permitted to maintain up to 4,000 domain names directly with the Registry Operator and keep these names under direct management for purposes stated in iii) of this Section until the conclusion of its designation by ICANN as the Sponsor for the Sponsored TLD.~~

Disputes concerning a lack of compliance with the .museum Registration Policy shall be resolved under .museum Compliance Reconsideration Dispute Resolution Policy (the “CRDRP”).

Both ERDRP and CRDRP procedures are described in the .museum Registration Policy, which shall be updated from time to time and published on the .museum website.