

Appendix 1 Data Escrow Specification

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

Exhibit A-Schedule for Escrow Deposits

Exhibit B-Escrow Deposit Format Specification

Exhibit C-Escrow Transfer Process

Exhibit D-Escrow Verification Procedures

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

Exhibit A SCHEDULE FOR ESCROW DEPOSITS

Full Deposit Schedule

Full Deposits shall consist of data that reflects the state of the registry within the hour commencing 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 0800 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 within the hour commencing 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 within the hour commencing 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 0800 UTC on the day to which the Incremental Deposit relates.

The Registry may select to do full deposits on a daily basis instead of the incremental deposits while Registry size allows.

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.

Email Object Report—This reports on the contents of all Email objects in the registry database.

Namewatch Object Report—This reports on the contents of all Namewatch objects in the registry database.

Defensive Registration Object Report—This reports on the contents of all Defensive Registration objects in the registry database.

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

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

Format of Reports. All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 10 below. Item 2 describes the report container that is common to all reports. Items 3 to 10 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
"	"
&	&
'	'

`<` `<`
`>` `>`

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 (1.1), the TLD ("name"), the report type (domain, host, contact, registrar, email, namewatch, defensive registration, 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="1.1" encoding="UTF-8" ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="name" report="domain" date="2001-08-26 03:15:00">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, email, namewatch, defensive registration, or transaction) covered by the report. The specific format for each report is described in items 3 to 10 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.
- d. authinfo: Authorization code.
- e. created-on: The date/time the domain object was originally created.
- f. created-by: An identification of the registrar that created the domain object.
- g. expires-on: The date the registration expires.
- h. updated-by: An identification of the registrar that last updated the domain object.
- i. updated-on: The date/time the domain object was last updated.
- j. transferred-on: The date/time when the domain object was last transferred.
- k. host: Up to thirteen (13) host ids that are nameservers for the domain to which the domain object relates.
- l. 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.name">
  <id>11</id>
  <status>ACTIVE</status>
  <owned-by> 42</owned-by>
  <authinfo>66gdgduj1221</authinfo>
  <created-on>2001-07-01 03:11:23</created-on>
  <created-by> 42</created-by>
  <expires-on>2002-07-01 03:11:23</expires-on>
  <updated-by>42</updated-by>
  <updated-on>2001-07-01 03:11:23</updated-on>
  <transferred-on></transferred-on>
  <host>2342</host>
  <host>2343</host>
  <contact-id type="Registrant">6353636</contact-id>
  <contact-id type="Administrative">6353637</contact-id>
  <contact-id type="Technical">6353639</contact-id>
  <contact-id type="Billing">6353640</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. status: The host status code.
- c. owned-by: An identification of the sponsoring registrar of the host.
- d. created-by: An identification of the registrar that created the host object.
- e. created-on: The date/time the host object was originally created.
- f. updated-by: An identification of the registrar that last updated the host object.
- g. updated-on: The date/time the host object was last updated.
- 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.name">
  <status>ACTIVE</status>
  <id>6353636</id>
  <owned-by> 42</owned-by>

  <created-on>2001-07-01 03:11:23</created-on>
  <created-by>42</created-by>
  <updated-by>42</updated-by>
```

```
<updated-on>2001-07-01 03:11:23</updated-on>  
<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. client-id: The id of the contact.
- b. name: The name of the contact.
- c. organization: The organization for the contact.
- d. street1: The first part of the street address of the contact.
- e. street2: The second part of the street address of the contact.
- f. street3: The third part of the street address of the contact.
- g. city: The name of the city of the contact.
- h. state-province: The name of the state/province of the contact.
- i. postal-code: The postal/zip code of the contact.
- j. geographic location: The two letter ISO 3166 code for the contact's geographic location.
- k. voice: The voice phone number of the contact in E164a format.
- l. fax: The fax number of the contact in E164a format.
- m. email: The e-mail address of the contact.
- n. authinfo: Authorization code.
- o. owned-by: An identification of the sponsoring registrar of the contact.
- p. created-by: An identification of the registrar that created the contact object.
- q. created-on: The date/time the contact object was originally created.
- r. updated-by: An identification of the registrar that last updated the contact object.
- s. updated-on: The date/time the contact object was last updated.
- t. transferred-on: The date/time when the contact object was last transferred.
- u. status: Contact status.

An example contact container appears below:

```
<contact id="1">
  <client-id>jd1</client-id>
  <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.name</email>
  <authinfo>62626rgfgfg72273</authinfo>
  <owned-by>42</owned-by>
  <created-by> 42</created-by>
  <created-on>2001-06-01 03:01:21</created-on>
  <updated-by>42</updated-by>
  <updated-on>2001-06-01 03:01:21</updated-on>
  <transferred-on></transferred-on>
  <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. name: The name of the registrar.
- b. status: The registrar status code.
- c. gurid: The IANA designated number for the Registrar
- d. street1: The first part of the street address of the Registrar.
- e. street2: The second part of the street address of the Registrar.
- f. street3: The third part of the street address of the Registrar.
- g. city: The name of the city of the Registrar.
- h. state-province: The name of the state/province of the Registrar.
- i. postal-code: The postal/zip code of the Registrar.
- j. geographic location: The two letter ISO 3166 code for the Registrar 's geographic location.
- k. voice: The voice phone number of the Registrar in E164a format.

- l. fax: The fax number of the Registrar in E164a format.
- m. email: The e-mail address of the Registrar.
- n. url: The URL of the Registrar
- o. created-on: The date/time the Registrar object was originally created.
- p. updated-on: The date/time the Registrar object was last updated.
- q. 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: Administrative, Technical or Billing

An example registrar container appears below:

```
<registrar id=" 42">
  <name>Registrar R Us</name>
  <gudid>545</gudid>
  <status>ACTIVE</status>
  <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.name</email>
  <url>www.registrar-example.com</url>
  <created-on>2001-06-01 03:01:21</created-on>
  <updated-on>2001-06-01 03:01:21</updated-on>
  <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>
</registrar>
```

7. The Email Element. The email element has the property "fqdn" (the fully qualified name of the email) and is a container consisting of the following elements:

- a. status: The email status code.
- b. id: Unique identifier of the email

- c. owned-by: An identification of the sponsoring registrar of the email.
- d. authinfo: Authorization code.
- e. created-on: The date/time the email object was originally created.
- f. created-by: An identification of the registrar that created the email object.
- g. expires-on: The date the registration expires.
- h. updated-by: An identification of the registrar that last updated the email object.
- i. updated-on: The date/time the email object was last updated.
- j. transferred-on: The date/time when the email object was last transferred.
- k. forwardto: The forward-to email address.
- l. contact-id: Multiple contact-ids that reference the contact records for this email. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example email container appears below:

```
<email fqdn="example@example.name">
  <id>11</id>
  <status>ACTIVE</status>
  <owned-by>42</owned-by>
  <authinfo>66gdgduj1221</authinfo>
  <created-on>2001-07-01 03:11:23</created-on>
  <created-by>42</created-by>
  <expires-on>2002-07-01 03:11:23</expires-on>
  <updated-by>42</updated-by>
  <updated-on>2001-07-01 03:11:23</updated-on>
  <transferred-on></transferred-on>
  <forwardto>exampleemail@gnr.com</ forwardto>
  <contact-id type="Registrant">6353636</contact-id>
  <contact-id type="Administrative">6353637</contact-id>
  <contact-id type="Technical">6353639</contact-id>
  <contact-id type="Billing">6353640</contact-id>
</email>
```

8. The Defensive Registration Element. The Defensive Registration element has the property "id" and is a container consisting of the following elements:

- a. status: The Defensive Registration status code.
- b. name: The Defensive Registration string

c. type: The Defensive Registration type. This can be either S for standard or P for premium.

d. tm-id: The trademark identifier

e. tm-country: The trademark country

f. tm-date: The trademark date

g. owned-by: An identification of the sponsoring registrar of the Defensive Registration

h. authinfo: Authorization code.

i. created-on: The date/time the Defensive Registration object was originally created.

j. created-by: An identification of the registrar that created the Defensive Registration object.

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

l. updated-by: An identification of the registrar that last updated the Defensive Registration object.

m. updated-on: The date/time the Defensive Registration object was last updated.

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

o. contact-id: Multiple contact-ids that reference the contact records for this Defensive Registration. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative.

An example Defensive Registration container appears below:

```
<defreg id="11">
  <status>ACTIVE</status>
  <name>IBM</name>
  <type>P</type>
  <tm-id>726487623874</tm-id>
  <tm-country>GB</tm-country>
  <tm-date>1956-07-01 03:11:23</tm-date>
  <owned-by>42</owned-by>
  <authinfo>66gdgduj1221</authinfo>
  <created-on>2001-07-01 03:11:23</created-on>
  <created-by>42</created-by>
  <expires-on>2011-07-01 03:11:23</expires-on>
  <updated-by>42</updated-by>
  <updated-on>2001-07-01 03:11:23</updated-on>
```

```
<transferred-on></transferred-on>
<contact-id type="Registrant">6353636</contact-id>
<contact-id type="Administrative">6353637</contact-id>
</defreg>
```

9. The Namewatch Element. The Namewatch element has the property "id" and is a container consisting of the following elements:

- a. status: The Namewatch status code.
- b. name: The Namewatch string
- c. owned-by: An identification of the sponsoring registrar of the Namewatch
- d. authinfo: Authorization code.
- e. frequency: The frequency of email reports. Can be of type D for daily, W for weekly or M for monthly.
- f. email: The email address for receiving the reports.
- g. created-on: The date/time the Namewatch object was originally created.
- h. created-by: An identification of the registrar that created the Namewatch object.
- i. expires-on: The date the registration expires.
- j. updated-by: An identification of the registrar that last updated the Namewatch object.
- k. updated-on: The date/time the Namewatch object was last updated.
- l. transferred-on: The date/time when the Namewatch object was last transferred.
- m. contact-id: One contact-id that reference the contact record for this Namewatch. Contact-id has the property "type" to denote the type of contact. "Type" can only be: Registrant.

An example Namewatch container appears below:

```
<namewatch id="11">
  <status>ACTIVE</status>
  <name>IBM</name>
  <frequency>D</ frequency >
  <email>exampleemail@example.com</email>
  <owned-by>42</owned-by>
  <authinfo>66gdgduj1221</authinfo>
```

```
<created-on>2001-07-01 03:11:23</created-on>
<created-by>42</created-by>
<expires-on>2011-07-01 03:11:23</expires-on>
<updated-by>42</updated-by>
<updated-on>2001-07-01 03:11:23</updated-on>
<transferred-on></transferred-on>
<contact-id type="Registrant">6353636</contact-id>
</namewatch>
```

10. 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, email, defreg, namewatch, 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">
  <registrar id=" 42">
    <name>Registrar R Us</name>
    <gudid>545</gudid>
    <status>ACTIVE</status>
    <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.name</email>
    <url>www.registrar-example.com</url>
    <created-on>2001-06-01 03:01:21</created-on>
    <updated-on>2001-06-01 03:01:21</updated-on>
    <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>
  </registrar></transaction>
```

Exhibit C ESCROW TRANSFER PROCESS

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

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "name-SEQN," where "SEQN" is a four digit decimal number that is incremented as each report is prepared.
3. ICANN may, at its option, provide to Registry Operator a tool that will verify the deposit complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.
4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MD5 file (produced with MD5SUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.
5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP/GPG and signed using Registry Operator's private key for PGP/GPG, 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, SCP or similar, to Escrow Agent's 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/GPG and authenticated using Registry Operator's public key for PGP/GPG. (In this step, PGP/GPG 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 (that may be supplied by ICANN, at its option) 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/GPG and signed using Escrow Agent's private key for PGP/GPG, both versions 6.5.1 or above, with a key of DH/DSS type and

2048/1024-byte length. (Note that PGP/GPG compresses the Deposit file(s) in addition to encrypting it (them).)

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

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

Appendix 2

Escrow Agreement

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

Recitals

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

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

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

D. Escrow Agent certifies that it is allowed to receive the Deposit under the UK Data Protection Act as a registered data controller and/or is certified under the European Union Safe Harbour Act.

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 at least once each week, according to the schedule specified in Exhibit A of Appendix 1 to the Registry Agreement. Registry Operator must instruct the creation and delivery to Escrow Agent of an Incremental (or Full) Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1.

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

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

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

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

7. Retention and Confidentiality.

7.1 Retention. Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility that is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

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

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

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

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

9.1 One of the following notices:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.4 A written undertaking by the party(ies) receiving the Deposits (ICANN or a replacement escrow agent) that the Deposits will be used only as permitted under (i) the terms of the Registry Agreement and (ii) 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 and (iii) the UK Data Protection Act. 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.

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

11. Procedure After Release.

11.1 Right to Use Deposits. Upon release of any Deposits to Registry Operator pursuant to Section 9, Registry Operator (or its assignee in accordance with the Registry 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 Registry 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 Registry Agreement, including as necessary to provide registry services.

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

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

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

11.5 Dispute Resolution Decisions.

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

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, the party(ies) receiving the Deposits

shall promptly return or destroy, at Registry Operator's discretion, the Deposits received under Section 9.

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

13. Interpleader.

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

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

14. Term and Termination.

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

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

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

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

14.2.3 As provided in Section 14.1.

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

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

17. Miscellaneous.

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

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

17.3 Limitation of Liability. The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between Registry Operator and ICANN the liability limitations of the Registry 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 Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator and ICANN.

17.8 Entire Agreement. This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services. Registry Operator and ICANN acknowledge and agree that, as between themselves, the Registry Agreement (including all its appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the Registry Agreement; and the Registry Agreement shall control in the event of any conflict between this Agreement and the Registry Agreement.

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

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

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

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

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

Appendix 3
Zone File Access Agreement

1. Parties

The User named in this Agreement hereby contracts with _____ ("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: _____

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 [----] 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 or 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]	User:
By: (sign)	By: (sign)
Name: (print)	Name: (print)
Title:	Title:
Date:	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.

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 for Second-Level and Traditional Third-Level Transactions. This report shall be transmitted to ICANN electronically in comma or pipe separated-value format, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period or (if any) free trial period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (and not deleted within the add grace period)

07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)
08	net-adds-4-yr	Etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	Etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-disputed-won	Number of transfer disputes in which this registrar prevailed
28	transfer-disputed-lost	number of transfer disputes this registrar lost
29	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision

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

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period or (if any) free trial period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (and not deleted within the add grace period)
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)

08	net-adds-4-yr	Etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	Etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-disputed-won	Number of transfer disputes in which this registrar prevailed
28	transfer-disputed-lost	number of transfer disputes this registrar lost
29	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision

Appendix 5 Whois Specifications

Overview

The Whois service consists of two parts:

- Web-based Whois services with extensive capabilities
- Port 43 Whois services

The Registry Whois system has been designed for data protection compliance, robustness, availability, and performance. Provisions for detection of abusive usage, like excessive numbers of queries from one source, have been taken into account, and other countermeasures against abuse, like throttling and filtering, will be activated if necessary.

The Registry Operator will in addition to the WHOIS service make available an email address to assist members of the Internet technical community if necessary

This Appendix is subject to change by agreement of Registry Operator and ICANN during the IETF standards process. Further, Registry Operator reserves the right to develop these services internally or outsource management of the facilities to an external contractor under terms that are consistent with the standards of the proposed service. The Whois service is described in more detail below.

I – Types of Whois Queries

Registry Operator will support queries for Summary, Standard, Detailed, or Extensive Whois data.

Summary and Standard Whois Data (No Password Required)

Summary and Standard Whois data is available to the general public at no cost. This data is useful for searches to check whether a .name domain already exists or whether there is a similar .name domain in existence.

Summary Whois queries provide very limited information, such as whether a domain name exists and its registration status.

Standard Whois queries about domain-name registrations will provide more information, including: registrar ID, registrant ID, admin ID, technical ID, billing ID, Nameserver ID, Creation Date, and Expiration Date. No personally identifiable data relating to the registrant is available from this query.

Registry Operator reserves the right to revoke access for any requestor found to be using the Summary or Standard Whois data for marketing purposes, spamming, or other improper or unlawful purposes.

For the fields contained in returned Summary or Standard Whois results, and an example of a returned record, please see the output specification and examples below.

Detailed and Extensive Whois Data (Password Protected)

Queries for Detailed or Extensive Whois data require a password. Each query type has its own requirements for password distribution, described in detail below.

Detailed Whois Data

To receive a password for the Detailed Whois data a requestor must complete the online application available at <http://whois.nic.name>. The application process is open to the general public. Passwords will be issued to requestors by e-mail or fax. To acquire a password, users must agree (via a click through license) not to use the data for marketing purposes, spamming, or other improper or unlawful purposes.

Upon completing an application for Detailed Whois searches, an applicant will receive five passwords, each of which is effective for one Detailed Whois search only. A fee of US\$2 may be charged for the five passwords. Registry Operator may, in its discretion, not charge the US\$2 fee and require requestors instead to authenticate themselves using a credit card or other personally identifiable information. Passwords obtained through the interface at <http://whois.nic.name> for Detailed Whois searches are valid for 24 hours and may be used using either the web-based or port 43 Whois interface.

Registry Operator reserves the right to revoke the password of any requestor found to have provided and failed to correct materially inaccurate contact information or to be using the Detailed Whois data in a manner inconsistent with terms and conditions set forth in the Detailed query application and agreement.

Detailed Whois queries will return more extensive contact information (not including e-mail addresses or phone and fax numbers) about registrants. Administrative, technical, or billing contacts that are the same as the registrant contact will not be separately displayed. For the fields contained in a returned Detailed Whois Results page and an example of a returned record, please see the output specification and examples below.

Extensive or Detailed Whois Data

To receive a persistent password and continuous, free access to the Extensive Whois data, a requestor must enter into a written contract with Registry Operator. In initial implementation, requestors will download, execute, and mail the contract to Registry Operator, who will then e-mail or fax passwords. The contract will be substantially in the form of the Application and Agreement – .name WHOIS Extensive Search Database attached as Exhibit A to this Appendix.

Registry Operator may, in its discretion, modify the manner in which Extensive Whois passwords are obtained in either or both of the following ways:

- Registry Operator may supplement the process in which contracts are submitted by mail with online submission, provided it develops an online method satisfactory to it for authenticating the identity of the applicant and establishing that a legally enforceable contract has been entered.

- Registry Operator may implement a program for streamlining the contracting process by enabling authenticated organizations (e.g. the International Trademark Association, etc.) to act for Registry Operator in authenticating and entering enforceable contracts with their members.

In accepting the Extensive Agreement, a requestor is required to represent that the password will be used only for:

- Address resolution and/or other Internet technical management;
- Enforcement of legal rights, not including marketing;
- Law enforcement/national security;
- Consumer protection;
- Crime and/or fraud detection and/or prevention;
- Authorized transfer of domain name registration to a new registrar;
- Authorized transfer of domain name to a new registrant;
- Journalism; or
- Other specified lawful purposes.

Further, in accepting the Extensive Agreement, or accessing the Detailed Whois, a requestor will also be required to represent that:

- The password will be used exclusively in accordance with the terms and conditions set forth in the agreement;
- All Whois searches are, and will be, conducted only for the purpose specified;
- Requestor will not share the password with any individual or entity that is not bound by the Extensive Agreement;
- Requestor acknowledges liability for damages suffered by Registry Operator as a result of any violation of the Extensive Agreement by requestor, any authorized user of the password, or any other individual or entity to whom the requestor or its Authorized Individual Users have shared the Password and/or the Data; and
- Except as necessary to accomplish the specified, legitimate purpose, requestor will not share information derived from .name Whois with any individual or entity that is not bound by the Extensive Agreement.

Registry Operator reserves the right to revoke the password of any requestor found to have provided and failed to correct materially inaccurate contact information or to be using the Extensive Whois data in a manner inconsistent with terms and conditions set forth in the Extensive Agreement. In the case of institutional or organizational Users, Registry Operator will attempt to resolve abuses by Authorized Individual Users without terminating the User's access for legitimate purposes. Further, Registry Operator may modify the Extensive Agreement to accommodate the procurement and contracting constraints under which governmental requestors may be required by law or regulation to operate.

Passwords will be issued to requestors by e-mail or fax. Passwords for the Extensive Whois data may be changed by the Registry Operator on a bi-monthly basis via e-mail to the address set forth in the Extensive Agreement. Passwords for the Extensive Whois data will be renewable annually upon re-certification by password holder.

Extensive Whois queries will return more extensive contact information than Detailed Whois queries. Information about e-mail forwarding registrations may be obtained only through Extensive Whois queries. For the fields contained in a returned Extensive Whois Results page, and an example of a returned record, please see the output specification and examples below.

II – Whois Service Access Methods

Registry Operator will provide Whois data through an interactive web page and a port 43 Whois service. Summary, Standard, or Detailed Whois queries may be made through either access method with the same output formats, described below. Extensive queries can only be made through the web interface.

Web Access

Web-based queries can be made through a Whois interface on the <http://whois.nic.name> website.

Port 43 Access

Registry Operator will also provide an RFC 3912-compliant Whois service via port 43 to whois.nic.name.

III – Whois Service Features

No Warranties by Registry Operator

The passwords and data are provided by Registry Operator "as-is." The data is provided without any representations or warranties as to its accuracy and/or completeness. Registry Operator disclaims all warranties with respect to the password and data, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. In jurisdictions that do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, the above limitations or exclusions will not apply.

Error Message

The response to any request may be an error message or a successful query. If an error occurs, the service uses different error messages, depending on the severity and cause of the error.

Minimum Data Update Frequency

Under normal operations the Registry Operator shall make reasonable efforts to continuously update the data as requests are handled, 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 registration or modification transaction with the registrar is completed.

IV – Whois Query and Output Formats

Query Format

Queries can be made for five object types (domain, contact, nameserver, registrar, and defensive registration) with four levels of detail (Summary, Standard, Detailed, or Extensive). E-mail forwarding searches can be conducted only at the Extensive level.

For web access, object types and query levels will be specified by controls on the form. For port 43 queries, the query syntax determines the object type and query level. Particular object types and query levels can be specified by including an optional keyword, an optional modifier, and/or an optional password in the query. (If no keyword, modifier or password are supplied, the default query will search only domain objects at the Summary level of detail.)

Searches for particular object types may be specified as follows:

- Domain ("domain" or none): Search only by domain objects. The input string is searched in the Domain Name field.
- Contact ("contact"): Search only on contact object ID.
- Nameserver ("nameserver"): Search only by nameserver objects. The input string is searched in the nameserver field or the IP address field.
- Registrar ("registrar"): Search only registrar objects. The input string is searched in the Name field and in the registrar ID field.
- Defensive registration ("blocked"): Search only Defensive Registration objects. The Defensive Registration field is searched.
- SLD E-mail address: Search only e-mail address objects at the Extensive level. The SLD E-mail Name field is searched.

Levels of detail may be specified by including an optional modifier and/or password to the query. The default query level is Summary. A "Standard" query level can be specified by including the "=" modifier. When a password is provided, the response will be returned in Detailed or Extensive format, depending on the manner in which the password was obtained.

Example queries appear below.

Sample Query	Explanation
john.smith.name or domain john.smith.name or smith.name or domain smith.name	summary query for domain name
domain = john.smith.name or domain=smith.name	standard query for domain name

domain john.smith.name XyYpF4Ju8Ma5	detailed query for domain name
or domain smith.name XyYpF4Ju8Ma5	
nameserver ns.example.name	summary query for nameserver

Response Format

Each data object shall be represented as a set of key/value pairs, where each key runs from the start of the line, until the first colon (":"), and where any white space found immediately preceding the first colon shall not be counted as part of the key. All data excluding the first continuous sequence of white space following the first colon, up to but excluding the line feed should count as part of the value.

All Whois data will be in the ASCII character set, which has encoding compatible with UTF-8 for easy transition to including internationalized data, and as per the IETF's recommendations on i18n in Internet protocols. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple nameservers). 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.

The following table specifies the data elements reported in response to various query types and levels:

Flags and Public/Extensive Whois fields:

- X - Field will always be output if data is available.
- O - Field is optional, and may not be displayed
- U - Field displayed only if contact different in content from registrant contact (differences in Contact IDs are ignored)
- M - Field may be represented as multiple key/value pairs

Sections:

- M - Multiple subrecords may be displayed

If the data is not available, the key will not be displayed. The "flags" column applies to all output formats.

Domain Name Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	Domain Name		X	X	X	X

	ID					
	Domain Name		X	X	X	X
	Sponsoring Registrar ID			X		
	Sponsoring Registrar			X	X	X
	Domain Status	M	X	X	X	X
	Registrant ID			X	X	X
	Registrant Organization	O			X	X
	Registrant Name				X	X
	Registrant Address				X	X
	Registrant City				X	X
	Registrant State/Province	O			X	X
	Registrant Country				X	X
	Registrant Postal Code	O			X	X
	Registrant Phone Number					X
	Registrant Fax Number	O				X
	Registrant Email					X
	Other names registered by registrant	OM				X
	Admin ID			X	U	X
	Admin Organization	O			U	X
	Admin Name				U	X
	Admin Address				U	X
	Admin City				U	X
	Admin State/Province	O			U	X
	Admin Country				U	X
	Admin Postal Code	O			U	X

	Admin Phone Number				U	X
	Admin Fax Number	O			U	X
	Admin Email				U	X
	Tech ID			X	U	X
	Tech Organization	O			U	X
	Tech Name				U	X
	Tech Address				U	X
	Tech City				U	X
	Tech State/Province	O			U	X
	Tech Country				U	X
	Tech Postal Code	O			U	X
	Tech Phone Number				U	X
	Tech Fax Number	O			U	X
	Tech Email				U	X
	Billing ID			X	U	X
	Billing Organization	O			U	X
	Billing Name				U	X
	Billing Address				U	X
	Billing City				U	X
	Billing State/Province	O			U	X
	Billing Country				U	X
	Billing Postal Code	O			U	X
	Billing Phone Number				U	X
	Billing Fax Number	O			U	X
	Billing Email				U	X
M	Name Server	O		X	X	X
	Name Server ID	O		X		
	Created On			X	X	X
	Expires On			X	X	X
	Updated On			X	X	X

SLD Email Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	SLD Email ID					X
	SLD Email					X
	Sponsoring Registrar					X
	SLD Email Status	M				X
	Registrant ID					X
	Registrant Organization	O				X
	Registrant Name					X
	Registrant Address					X
	Registrant City					X
	Registrant State/Province	O				X
	Registrant Country					X
	Registrant Postal Code	O				X
	Registrant Phone Number					X
	Registrant Fax Number	O				X
	Registrant Email					X
	Other names registered by registrant	OM				X
	Admin ID					X
	Admin Organization	O				X
	Admin Name					X
	Admin Address					X
	Admin City					X
	Admin State/Province	O				X
	Admin Country					X
	Admin Postal Code	O				X
	Admin Phone Number					X
	Admin Fax Number	O				X

	Admin Email					X
	Tech ID					X
	Tech Organization	O				X
	Tech Name					X
	Tech Address					X
	Tech City					X
	Tech State/Province	O				X
	Tech Country					X
	Tech Postal Code	O				X
	Tech Phone Number					X
	Tech Fax Number	O				X
	Tech Email					X
	Billing ID					X
	Billing Organization	O				X
	Billing Name					X
	Billing Address					X
	Billing City					X
	Billing State/Province	O				X
	Billing Country					X
	Billing Postal Code	O				X
	Billing Phone Number					X
	Billing Fax Number	O				X
	Billing Email					X
	Created On					X
	Expires On					X
	Updated On					X
Contact record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	Contact ID		X	X	X	X
	Contact Name				X	X
	Contact Registrar ID			X	X	X
	Contact Registrar			X	X	X

	Contact Organization	O			X	X
	Contact Address				X	X
	Contact City				X	X
	Contact State/Province	O			X	X
	Contact Country				X	X
	Contact Postal Code	O			X	X
	Contact Phone Number					X
	Contact Fax Number	O				X
	Contact Email					X
	Contact Status	M		X	X	X
	Created On			X	X	X
	Updated On			X	X	X

Name Server Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
M	Name Server ID		X	X	X	X
	Name Server Name			X	X	X
	Name Server Registrar ID			X	X	X
	Name Server Registrar			X	X	X
	Name Server Status	M		X	X	X
	IP Address Associated	OM		X	X	X
	Created On			X	X	X
	Updated On			X	X	X

Registrar Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	Registrar ID		X	X	X	X
	Registrar Name			X	X	X
	Registrar URL			X	X	X
	Registrar Status	M		X	X	X
	Registrar Address			X	X	X
	Registrar City			X	X	X
	Registrar State/Province	O		X	X	X
	Registrar Country			X	X	X
	Registrar Postal Code	O		X	X	X
	Registrar Phone Number			X	X	X
	Registrar Fax Number	O		X	X	X
	Registrar E-mail			X	X	X
M	Admin ID			X	X	X
	Admin Organization	O		X	X	X
	Admin Name			X	X	X
	Admin Address			X	X	X
	Admin City			X	X	X
	Admin State/Province	O		X	X	X
	Admin Country			X	X	X
	Admin Postal Code	O		X	X	X
	Admin Phone Number			X	X	X
	Admin Fax Number	O		X	X	X
	Admin Email			X	X	X
M	Tech ID			X	X	X
	Tech Organization	O		X	X	X

	Tech Name			X	X	X
	Tech Address			X	X	X
	Tech City			X	X	X
	Tech State/Province	O		X	X	X
	Tech Country			X	X	X
	Tech Postal Code	O		X	X	X
	Tech Phone Number			X	X	X
	Tech Fax Number	O		X	X	X
	Tech Email			X	X	X
M	Billing ID			X	X	X
	Billing Organization	O		X	X	X
	Billing Name			X	X	X
	Billing Address			X	X	X
	Billing City			X	X	X
	Billing State/Province	O		X	X	X
	Billing Country			X	X	X
	Billing Postal Code	O		X	X	X
	Billing Phone Number			X	X	X
	Billing Fax Number	O		X	X	X
	Billing Email			X	X	X
	Created On			X	X	X
	Updated On			X	X	X

Defensive Registration Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
M	Defensive Registration ID		X	X	X	X
	Defensive Registration		X	X	X	X
	Type		X	X	X	X
	Tm-identifier	O		X	X	X
	Country of tm-registration	O		X	X	X

Date of tm-registration	O		X	X	X
Sponsoring Registrar ID			X	X	X
Sponsoring Registrar			X	X	X
Defensive Registration Status	M		X	X	X
Registrant ID			X	X	X
Registrant Organization	O			X	X
Registrant Name				X	X
Registrant Address				X	X
Registrant City				X	X
Registrant State/Province	O			X	X
Registrant Country				X	X
Registrant Postal Code	O			X	X
Registrant Phone Number					X
Registrant Fax Number	O				X
Registrant Email					X
Admin ID			X	X	X
Admin Organization	O			X	X
Admin Name				X	X
Admin Address				X	X
Admin City				X	X
Admin State/Province	O			X	X
Admin Country				X	X
Admin Postal Code	O			X	X
Admin Phone Number				X	X
Admin Fax Number	O			X	X
Admin Email				X	X
Created On			X	X	X

	Expires On			X	X	X
	Updated On			X	X	X

V – Whois Query and Output Examples

1. Summary Whois

Domain Name Record:

Input:

```
domain john.smith.name
-or-
john.smith.name
-or-
domain smith.name
-or-
smith.name
```

Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name.

```
Domain Name ID: 12345DOMAIN-NAME
Domain Name: JOHN.SMITH.name
Domain Status: ok
```

Defensive Registration Record:

Input:

```
blocked JOHN.SMITH.name
```

Output:

```
Defensive Registration ID: 123DEFREG-NAME
Defensive Registration: SMITH
Type: Premium Defensive
```

```
Defensive Registration ID: 124DEFREG-NAME
Defensive Registration: JOHN
Type: Premium Defensive
```

```
Defensive Registration ID: 125DEFREG-NAME
Defensive Registration: JOHN.SMITH
Type: Standard Defensive
```

2. Standard Whois

Domain Name Record:

Input:

domain = john.smith.name
-or-
domain=smith.name

Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name.

Domain Name ID: 12345DOMAIN-NAME
Domain Name: JOHN.SMITH.name
Sponsoring Registrar ID: 12REGISTRAR-NAME
Sponsoring Registrar Name: REGISTRAR1 INC
Domain Status: ok
Registrant ID: 123CONTACT-NAME
Admin ID: 124CONTACT-NAME
Tech ID: 124CONTACT-NAME
Billing ID: 124CONTACT-NAME
Name Server ID: 12HOST-NAME
Name Server: NS1.SMITH.name
Name Server ID: 34HOST-NAME
Name Server: NS2.SMITH.name
Created On: 2001-05-15T00:00:00Z
Expires On: 2003-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Defensive Registration Record:

Input:

blocked = TRADEMARK

Output:

Defensive Registration ID: 125DEFREG-NAME
Defensive Registration: TRADEMARK
Type: Premium Defensive
Tm-identifier: CBE1234566
Country Of Tm-registration: Germany
Date Of Tm-registration: 1993-05-11
Sponsoring Registrar ID: 12REGISTRAR-NAME
Sponsoring Registrar: REGISTRAR1 INC
Defensive Registration Status: ok
Registrant ID: 125CONTACT-NAME
Admin ID: 125CONTACT-NAME
Created On: 2001-05-15T00:00:00Z
Expires On: 2011-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Input:

blocked = SAMPLE.MARK

Output:

Defensive Registration ID: 126DEFREG-NAME
Defensive Registration: SAMPLE.MARK
Type: Standard Defensive
Tm-identifier: CBE1234566
Country Of Tm-registration: Germany
Date Of Tm-registration: 1993-05-11
Sponsoring Registrar ID: 12REGISTRAR-NAME
Sponsoring Registrar: REGISTRAR1 INC
Registrant ID: 125CONTACT-NAME
Admin ID: 125CONTACT-NAME
Created On: 2001-05-15T00:00:00Z
Expires On: 2011-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Contact Record:

Input:

contact = 124CONTACT-NAME

Output:

Contact ID: 124CONTACT-NAME
Contact Registrar ID: 17REGISTRAR-NAME
Contact Registrar: REGISTRAR2 INC
Contact Status: ok
Created On: 2001-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Name Server Record:

Input:

nameserver = ns.smith.name
-or-
nameserver = 24.6.0.1

Output:

Name Server ID: 123HOST-NAME
Name Server Name: NS.SMITH.NAME
Name Server Registrar ID: 12REGISTRAR-NAME
Name Server Registrar: REGISTRAR1 INC
Name Server Status: ok
IP Address Associated: 24.6.0.1

Created On: 2001-05-15T00:00:00Z

Updated On: 2001-05-15T00:00:00Z

Registrar Record:

Input:

registrar = REGISTRAR1 INC

-or-

registrar = 123REGISTRAR-NAME

Output:

Registrar ID: 17REGISTRAR-NAME

Registrar Name: REGISTRAR1 INC

Registrar URL: WWW.A-FICTIONAL-REGISTRAR-SITE.COM

Registrar Status: ok

Registrar Address: 170 OXFORD STREET

Registrar City: LONDON

Registrar Country: United Kingdom

Registrar Postal Code: W2LH 5QS

Registrar Phone Number: +44.207123456

Registrar Fax Number: +44.207123457

Registrar E-mail: DOMAINADMIN@REGISTRAR1.CO.UK

Admin ID: 124CONTACT-NAME

Admin Organization: REGISTRAR1 INC

Admin Name: JACK SMITH

Admin Address: 170 OXFORD STREET

Admin City: LONDON

Admin Country: United Kingdom

Admin Postal Code: W2LH 5QS

Admin Phone Number: +44.207123456

Admin Fax Number: +44.207123457

Admin Email: DOMAINADMIN@REGISTRAR1.CO.UK

Tech ID: 124CONTACT-NAME

Tech Organization: REGISTRAR1 INC

Tech Name: JACK SMITH

Tech Address: 140 OXFORD STREET

Tech City: LONDON

Tech Country: United Kingdom

Tech Postal Code: W2LH 5QS

Tech Phone Number: +44.207123456

Tech Fax Number: +44.207123457

Tech Email: DOMAINADMIN@REGISTRAR1.CO.UK

Billing ID: 124CONTACT-NAME

Billing Organization: REGISTRAR1 INC

Billing Name: JACK SMITH

Billing Address: 170 OXFORD STREET

Billing City: LONDON

Billing Country: United Kingdom

Billing Postal Code: W2LH 5QS

Billing Phone Number: +44.207123456

Billing Fax Number: +44.207123457

Billing Email: DOMAINADMIN@REGISTRAR1.CO.UK
Created On: 2001-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

3. Detailed Whois

Domain Name Record:

Input:

john.smith.name XyYpF4Ju8Ma5
-or-
detailed domain john.smith.name XyYpF4Ju8Ma5
-or-
domain john.smith.name XyYpF4Ju8Ma5
- or -
detailed domain smith.name XyApF4Ju8Np5
- or -
domain smith.name XyApF4Ju8Np5
- or -
smith.name XyApF4Ju8Np5

(a) Case 1: Admin, Billing, and Tech contacts identical to Registrant contact

Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name.

Domain Name ID: 12345DOMAIN-NAME
Domain Name: JOHN.SMITH.name
Sponsoring Registrar: REGISTRAR1 INC
Domain Status: ok
Registrant ID: 123CONTACT-NAME
Registrant Name: JOHN SMITH
Registrant Address: 125 HIGH HOLBORN
Registrant City: LONDON
Registrant Country: United Kingdom
Registrant Postal Code: WC1V 6QA
Admin ID: 123CONTACT-NAME
Tech ID: 123CONTACT-NAME
Billing ID: 123CONTACT-NAME
Name Server: NS1.SMITH.name
Name Server: NS2.SMITH.name
Created On: 2001-05-15T00:00:00Z
Expires On: 2003-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

(b) Case 2: Admin, Billing, and Tech contacts different from Registrant contact

Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name

Domain Name: JOHN.SMITH.name
Sponsoring Registrar: REGISTRAR1 INC
Domain Status: ok
Registrant ID: 123CONTACT-NAME
Registrant Name: JOHN SMITH
Registrant Address: 125 HIGH HOLBORN
Registrant City: LONDON
Registrant Country: United Kingdom
Registrant Postal Code: WC1V 6QA
Admin ID: 124CONTACT-NAME
Admin Organization: DOMAINADMINISTRATION LTD
Admin Name: DOMAINADMIN JOHN SMITH
Admin Address: 140 OXFORD STREET
Admin City: LONDON
Admin Country: United Kingdom
Admin Postal Code: WC12 4AB
Admin Phone Number: +44.207123456
Admin Fax Number: +44.207123457
Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Tech ID: 125CONTACT-NAME
Tech Organization: DOMAINADMINISTRATION LTD
Tech Name: DOMAINTECH JOHN SMITH
Tech Address: 140 OXFORD STREET
Tech City: LONDON
Tech Country: United Kingdom
Tech Postal Code: WC12 4AB
Tech Phone Number: +44.207123456
Tech Fax Number: +44.207123457
Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Billing ID: 126CONTACT-NAME
Billing Organization: DOMAINADMINISTRATION LTD
Billing Name: DOMAINBILLING JOHN SMITH
Billing Address: 140 OXFORD STREET
Billing City: LONDON
Billing Country: United Kingdom
Billing Postal Code: WC12 4AB
Billing Phone Number: +44.207123456
Billing Fax Number: +44.207123457
Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Name Server: NS1.SMITH.name
Name Server: NS2.SMITH.name
Created On: 2001-05-15T00:00:00Z
Expires On: 2003-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Defensive Registration Record:

Input:

detailed blocked TRADEMARK XyYpF4Ju8Ma5
-or-
blocked TRADEMARK XyYpF4Ju8Ma5

Output:

Defensive Registration ID: 125DEFREG-NAME
Defensive Registration: TRADEMARK
Type: Premium Defensive
Tm-identifier: CBE1234566
Country of Tm-registration: Germany
Date of Tm-registration: 1993-05-11
Sponsoring Registrar ID: 12REGISTRAR-NAME
Sponsoring Registrar: REGISTRAR1 INC
Defensive Registration Status: ok
Registrant ID: 125CONTACT-NAME
Registrant Organization: TRADEMARK INC
Registrant Name: GENERAL COUNSEL
Registrant Address: 125 TRADEMARK AVENUE
Registrant City: HAMBURG
Registrant State/Province: HAMBURG
Registrant Country: Germany
Registrant Postal Code: 12345
Admin ID: 125CONTACT-NAME
Admin Organization: TRADEMARK INC.
Admin Name: GENERAL COUNSEL JOHN SMITH
Admin Address: 125 TRADEMARK AVENUE
Admin City: HAMBURG
Admin State/Province: HAMBURG
Admin Country: Germany
Admin Postal Code: 12345
Admin Phone Number: +44.207123456
Admin Fax Number: +44.207123457
Admin Email: GENERALCOUNSEL@TRADEMARK.DE
Created On: 2001-05-15T00:00:00Z
Expires On: 2011-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Input:

detailed blocked SAMPLE.MARK XyYpF4Ju8Ma5
-or-
blocked SAMPLE.MARK XyYpF4Ju8Ma5

Output:

Defensive Registration: SAMPLE.MARK
Type: Standard Defensive
Tm-identifier: CBE1234566
Country Of Tm-registration: Germany
Date Of Tm-registration: 1993-05-11
Sponsoring Registrar ID: 12REGISTRAR-NAME
Sponsoring Registrar: REGISTRAR1 INC

Registrant ID: 125CONTACT-NAME
Registrant Organization: TRADEMARK INC
Registrant Name: GENERAL COUNSEL
Registrant Address: 125 TRADEMARK AVENUE
Registrant City: HAMBURG
Registrant State/Province: HAMBURG
Registrant Country: Germany
Registrant Postal Code: 12345
Admin ID: 125CONTACT-NAME
Admin Organization: TRADEMARK INC.
Admin Name: GENERAL COUNSEL JOHN SMITH
Admin Address: 125 TRADEMARK AVENUE
Admin City: HAMBURG
Admin Country: Germany
Admin Postal Code: 12345
Admin Phone Number: +44.207123456
Admin Fax Number: +44.207123457
Admin Email: GENERALCOUNSEL@TRADEMARK.DE
Created On: 2001-05-15T00:00:00Z
Expires On: 2011-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Contact Record:

Input:

contact 123CONTACT-NAME XyYpF4Ju8Ma5
-or-
detailed contact 123CONTACT-NAME XyYpF4Ju8Ma5

Output:

Contact ID:124CONTACT-NAME
Contact Name: DOMAINADMIN
Contact Registrar ID: 17REGISTRAR-NAME
Contact Registrar: REGISTRAR1 INC
Contact Organization: DOMAINADMINISTRATION LTD
Contact Address: 140 OXFORD STREET
Contact City: LONDON
Contact Country: United Kingdom
Contact Postal Code: WC12 4AB
Contact Status: ok
Created On: 2001-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Name Server Record:

Input:

nameserver ns.smith.name XyYpF4Ju8Ma5
-or-
detailed nameserver 24.6.0.1 XyYpF4Ju8Ma5

Output:

Name Server ID: 123HOST-NAME
Name Server Name: NS.SMITH.NAME
Name Server Registrar ID: 12REGISTRAR-NAME
Name Server Registrar: REGISTRAR1 INC
Name Server Status: ok
IP Address Associated: 24.6.0.1
Created On: 2001-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Registrar Record:

Response identical to record returned for Standard Whois.

4. Extensive Whois

Domain Name Record:

Input:

Through web pages only.

Output:

Note: the domain name output will always reflect the exact name entered as a query whether being a second or third level domain name.

Domain Name: JOHN.SMITH.name
Domain Name ID: 12345DOMAIN-NAME
Domain Status: ok
Sponsoring Registrar: REGISTRAR1 INC
Registrant ID: 123CONTACT-NAME
Registrant Name: JOHN SMITH
Registrant Address: 125 HIGH HOLBORN
Registrant City: LONDON
Registrant Country: United Kingdom
Registrant Postal Code: WC1V 6QA
Registrant Phone: +44.207123456
Registrant Fax: +44.207123457
Registrant Email: JOHN@SMITH.name
Other names registered by registrant: JOHN@SMITH.name, J.SMITH.name
Admin ID: 124CONTACT-NAME
Admin Organization: DOMAINADMINISTRATION LTD
Admin Name: DOMAINADMIN JOHN SMITH
Admin Address: 140 OXFORD STREET
Admin City: LONDON
Admin Country: United Kingdom
Admin Postal Code: WC12 4AB
Admin Phone Number: +44.207123456
Admin Fax Number: +44.207123457

Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Tech ID: 124CONTACT-NAME
Tech Organization: DOMAINADMINISTRATION LTD
Tech Name: DOMAINADMIN JOHN SMITH
Tech Address: 140 OXFORD STREET
Tech City: LONDON
Tech Country: United Kingdom
Tech Postal Code: WC12 4AB
Tech Phone Number: +44.207123456
Tech Fax Number: +44.207123457
Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Billing ID: 124CONTACT-NAME
Billing Organization: DOMAINADMINISTRATION LTD
Billing Name: DOMAINADMIN JOHN SMITH
Billing Address: 140 OXFORD STREET
Billing City: LONDON
Billing Country: United Kingdom
Billing Postal Code: WC12 4AB
Billing Phone Number: +44.207123456
Billing Fax Number: +44.207123457
Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Name Server: NS1.SMITH.name
Name Server: NS2.SMITH.name
Created On: 2001-05-15T00:00:00Z
Expires On: 2003-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

SLD Email Record:

Input:

Through web pages only.

Output:

SLD Email: JOHN@SMITH.name
SLD Email ID: 12345EMAIL-NAME
SLD Email Status: ok
Sponsoring Registrar: REGISTRAR1 INC
Registrant ID: 123CONTACT-NAME
Registrant Name: JOHN SMITH
Registrant Address: 125 HIGH HOLBORN
Registrant City: LONDON
Registrant Country: United Kingdom
Registrant Postal Code: WC1V 6QA
Registrant Phone: +44207123456
Registrant Fax: +44207123457
Registrant Email: JOHN@SMITH.name
Other names registered by registrant: J@SMITH.name
Admin ID: 124CONTACT-NAME
Admin Organization: DOMAINADMINISTRATION LTD
Admin Name: DOMAINADMIN JOHN SMITH

Admin Address: 140 OXFORD STREET
Admin City: LONDON
Admin Country: United Kingdom
Admin Postal Code: WC12 4AB
Admin Phone Number: +44.207123456
Admin Fax Number: +44.207123457
Admin Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Tech ID: 124CONTACT-NAME
Tech Organization: DOMAINADMINISTRATION LTD
Tech Name: DOMAINADMIN JOHN SMITH
Tech Address: 140 OXFORD STREET
Tech City: LONDON
Tech Country: United Kingdom
Tech Postal Code: WC12 4AB
Tech Phone Number: +44.207123456
Tech Fax Number: +44.207123457
Tech Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Billing ID: 124CONTACT-NAME
Billing Organization: DOMAINADMINISTRATION LTD
Billing Name: DOMAINADMIN JOHN SMITH
Billing Address: 140 OXFORD STREET
Billing City: LONDON
Billing Country: United Kingdom
Billing Postal Code: WC12 4AB
Billing Phone Number: +44.207123456
Billing Fax Number: +44.207123457
Billing Email: DOMAINADMIN@DOMAINADMINISTRATION.CO.UK
Created On: 2001-05-15T00:00:00Z
Expires On: 2003-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Defensive Registration Record:

Input and response identical to record returned for Detailed Whois, except that at the Registrant level, phone, fax and, email information is returned.

Contact Record:

Input:

Through web pages only.

Output:

Contact ID: 123CONTACT-NAME
Contact Name: JOHN SMITH
Contact Registrar ID: 17REGISTRAR-NAME
Contact Registrar: REGISTRAR1 INC
Contact Organization: DOMAINADMINISTRATION LTD
Contact Address: 125 HIGH HOLBORN
Contact City: LONDON

Contact Country: United Kingdom
Contact Postal Code: WC1V 6QA
Contact Phone: +44.207123456
Contact Fax: +44.207123457
Contact E-mail: JOHN@SMITH.name
Contact Status: ok
Created On: 2001-05-15T00:00:00Z
Updated On: 2001-05-15T00:00:00Z

Name Server Record:

Response identical to record returned for Detailed Whois.

Registrar Record:

Response identical to record returned for Standard Whois.

Appendix 6 Schedule of Reserved Names

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

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

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

B. Additional Second-Level Reservations. In addition, and subject to the provisions of Appendix 9, the following names shall be reserved at the second level:

- All single-character labels.

- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.
- Any pure numbers or combinations of numbers and hyphens (e.g., 101.name, 534231.name, 523-12213.name)

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

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

- nic
- whois
- www

E. Third-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD:

1. dir
2. directory
3. email
4. genealogy
5. http
6. mail
7. mx
8. mx[followed by a number from 0 to 100] ([0-10] and [11-100])
9. ns
10. ns[followed by a number from 0 to 100] ([0-10] and [11-100])
11. wap
12. www
13. www[followed by a number from 0 to 100] ([0-10] and [11-100])
14. administrator
15. hostmaster
16. postmaster
17. complaints
18. mailer-daemon
19. abuse
20. root
21. webmaster
22. infomaster

F. Names transferred together with the registry database in the event of reassignment

1. alerts.name
2. celebrity.name
3. cert.name
4. certificate.name
5. directory.name
6. dns.name
7. dotname.name
8. famous.name
9. findyour.name
10. findyourfamily.name
11. findyourname.name
12. finger.name
13. ftp.name
14. getyour.name
15. getyourname.name
16. gopher.name
17. hostmaster.name
18. imap.name
19. ldap.name
20. login.name
21. myname.name
22. namedomain.name
23. nameregistry.name
24. nntp.name
25. no1.name
26. ntp.name
27. pop.name
28. pop3.name
29. registeryour.name
30. registeryourname.name
31. registry.name
32. scp.name
33. security.name
34. smtp.name
35. snmp.name
36. telnet.name
37. thefamous.name
38. thenamedomain.name
39. thenameregistry.name
40. yourname.name
41. zone.name
42. global.name

G. Names staying with The Global Name Registry in the event of reassignment

1. employee names – Registry Operator will register the firstname.lastname.name versions of all current employees' names, provided no more than 1000 such names are under registration at any time. These names can be transferred to an ICANN Accredited Registrar by the employee.

2. globalregistry.name
3. gnr.name
4. theglobal.name
5. theglobalname.name
6. theglobalnameregistry.name
7. theglobalregistry.name

If the corporate identity of The Global Name Registry is changed, Appendix 6 will be amended to incorporate second level domain variations on the new identity.

H. Patterns of names staying with Registry in the event of reassignment:

Whenever any Registered Name is registered (e.g., john.smith.name or john@smith.name), the following domains will be delegated directly to Registry Operator:

1. <second level domain>.name
2. directory.<second level domain>.name
3. www.<second level domain>.name

In each of the foregoing examples, "<second level domain>" is the corresponding second level of the Registered Name.

I. Registry Common Name reservations

The Registry will from time to time use names gathered from name statistics in a series of countries around the world to reserve names on the 2nd level. Names from these lists will be reserved on the 2nd level and made available only for 3rd level registrations.

J. Post-fix Reservations

The Registry has reserved all 2nd level names ending in a particular set of strings. Such names are reserved on the second level by default, and only 3rd level registrations are allowed on such 2nd levels. The following post-fix strings are reserved:

Post-fix (English version)	Post-fix (Translated version)	Language
Family	-familie	Dutch
Family	-family	English
Family	-perhe	Finnish
Family	-famille	French
Family	-familie	German
Family	-parivaar	Hindi
Family	-keluarga	Indonesian
Family	-famiglia	Italian

Family	-angkan	Philipino
Family	-rodzina	Polish
Family	-familia	Portugués
Family	-familie	Scandinavian
Family	-familia	Spanish
Family	-mischpoche	Yiddish
Family	-umdeni	Zulu

As an example, the reservation of these post-fix strings means that all second level names ending in e.g. “-parivaar”, for example “patel-parivaar” are reserved on the second level for third level registrations only.

Appendix 7

Functional and Performance Specifications

1. Introduction

These functional specifications for the Registry TLD consist of the following parts:

- Registry-Registrar Interface Protocol;
- Supported initial and renewal registration periods;
- Grace period policy;
- Nameserver functional specifications;
- Other functional specifications;
- Patch, update, and upgrade policy; and
- Performance Specifications

2. Definitions

- 2.1 "DNS" means the Internet domain name system.
- 2.2 "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.
- 2.3 "ICANN" means the Internet Corporation for Assigned Names and Numbers.
- 2.4 "Registered Name" means a registered Second Level Domain (SLD) E-mail address, registered third level domain name or registered second level domain name, collectively.
- 2.5 "Registered Item" refers to either a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, or a SLD E-mail Address or a Defensive Registration or a Namewatch Registration, about which GNR or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. An item in a Registry Database may be a Registered Item even though it does not appear in a TLD zone file (e.g., a registered but inactive name).
- 2.6 "Registry Database" means a database, comprised of data about one or more DNS domain names, SLD E-mail Addresses or Defensive Registrations within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively, responses to domain-name availability lookup requests, Whois queries or other services related to the Registered Items, for some or all of those names.
- 2.7 "Email Forwarding" means the second level email forwarding service operated by the Registry Operator in the .name TLD.
- 2.8 "SLD E-mail Address" means an e-mail address consisting of a second level domain name within the domain of the Registry TLD

and a defined user name (e.g., john@smith.name), about which Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance.

- 2.9 "Registered Item Holder" means the holder of a Registered Item.
- 2.10 "The "Registrar Tool Kit" comprises the EPP, APIs, documents and Software.
- 2.11 "Registry TLD" means the .name TLD.
- 2.12 The "Registry System" means the system operated by GNR and its technology partners for Registered Items in the Registry TLD.
- 2.13 "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.
- 2.14 A "TLD" means a top-level domain of the DNS.
- 2.15 Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

3. Registry-Registrar Interface Protocol

- 3.1 *Extensible Provisioning Protocol (EPP)*: Registry Operator has implemented, and shall maintain support of, the Extensible Provisioning Protocol ("EPP") in conformance with the Proposed Standard and Informational RFCs 3730, 3731, 3732, 3733, 3734, and 3735 published by the Internet Engineering Task Force ("IETF") and/or any successor standards, versions, modifications or additions thereto as Registry Operator deems reasonably necessary.
- 3.2 In addition to the standard EPP mappings, the Registry Operator has additional mappings for NameWatch, Defensive Registrations and Email Forwarding.

4. Supported initial and renewal registration periods

- 4.1 Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years in one year increments.
- 4.2 Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceeding a total of ten years.
- 4.3 Holder-Authorized Transfers: Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the

Registered Name shall be extended by a minimum of one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years.

4.4 ICANN-Approved Transfers: The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and Registry Operator may assist in such change of sponsorship.

5. Grace and Pending Period Policy

5.1 This section describes Registry Operator's practices for operational "Grace" and "Pending" periods, including relationships among sequential operations that occur within given time frames. A Grace Period refers to a specified number of calendar days following a Registry operation in which a Registered Name action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new Registered Name
- Extension of an existing Registered Name
- Auto-Renew of an existing Registered Name
- Transfer of an existing Registered Name
- Deletion of an existing Registered Name.

5.2 Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the ICANN Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part.

5.3 There are four grace periods provided by Registry Operator's Shared Registration System: Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, and Transfer Grace Period

5.4 A *Pending Period* refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:

- Transfer of an existing Registered Name

- Deletion of an existing Registered Name

5.5 Grace Periods

5.5.1 Add Grace Period

The *Add Grace Period* is a specified number of calendar days following the initial registration of a Registered Name. The current value of the *Add Grace Period* for all registrars is five (5) calendar days. If a Delete, Renew/Extend, or Transfer operation occurs within the five calendar days, the following rules apply:

- (a) *Delete*. If a Registered Name is deleted within the *Add Grace Period*, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration; provided, however, that Registry Operator shall have the right to charge Registrars a fee as set forth on Exhibit A to the Registry-Registrar Agreement for excess deletes during the *Add Grace Period*. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.
- (b) *Excess Deletes*. An Excess Deletion Fee may be charged pursuant to Appendix 8, Exhibit A of the Registry Agreement when the number of deleted registrations within the five-day add grace period is in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over a relevant time period as determined by the Registry Operator.
- (c) *Renew/Extend*. If a Registered Name is renewed/extended within the *Add Grace Period*, there is no credit for the add. The account of the sponsoring Registrar at the time of the extension will be charged for the initial add plus the number of years the registration is extended. The expiration date of the Registered Name is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Renew/Extend operation.
- (d) *Holder-Authorized Transfers*: Transfers under Part A of the ICANN Policy on Transfer of Registrations between Registrars may not occur during the *Add Grace Period* or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the Registrar sponsoring the Registered Name and is enforced by the SRS.

- (e) *ICANN-Approved Transfers*: Bulk transfers with ICANN approval may be made during the *Add Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred Registered Names are not affected. The losing Registrar's account is charged for the initial add.

5.5.2 Renew/Extend Grace Period

The *Renew/Extend Grace Period* is a specified number of calendar days following the renewal/extension of a Registered Name period. The current value of the *Renew/Extend Grace Period* is five (5) calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

- (a) *Delete*. If a Registered Name is deleted within the *Renew/Extend Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend*. A Registered Name can be extended within the *Renew/Extend Grace Period* for up to a maximum of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.
- (c) *Holder-Authorized Transfers*: If a Registered Name is transferred within the *Renew/Extend Grace Period*, there is no credit to the losing registrar for the renewal fee. The expiration date of the Registered Name is extended by one year and the years added as a result of the Extend remain on the Registered Name up to a maximum of 10 years.
- (d) *ICANN-Approved Transfers*: Bulk transfers with ICANN approval may be made during the *Renew/Extend Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is not credited for the Renew/Extend operation.

5.5.3 Auto-Renew Grace Period

The *Auto-Renew Grace Period* is a specified number of calendar days following an auto-renewal. An auto-renewal occurs if a Registered Name is not renewed by the expiration date; in this circumstance the registration will be automatically renewed by the system the first day after the expiration date. The current value of the *Auto-Renew Grace Period* is forty-five (45) calendar days. If a Delete, Extend, or Transfer occurs within the *Auto-Renew Grace Period*, the following rules apply:

- (a) *Delete*. If a Registered Name is deleted within the *Auto-Renew Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the Auto-Renew fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend*. A Registered Name can be extended within the *Auto-Renew Grace Period* for up to a maximum of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.
- (c) *Holder-Authorized Transfers*: If a Registered Name is transferred within the *Auto-Renew Grace Period*, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the Registered Name is extended by one year up to a maximum of ten years and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year registration term maximum.
- (d) *ICANN-Approved Transfers*: Bulk transfers with ICANN approval may be made during the *Auto-Renew Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is not credited for the Auto-Renew.

5.5.4 Transfer Grace Period

The *Transfer Grace Period* is a specified number of calendar days following the transfer of a Registered Name according to Part A of the ICANN Policy on Transfer of Registrations between Registrars. The current value of the *Transfer Grace Period* is five (5) calendar days. If a Delete, Renew/Extend,

or Transfer occurs within that five calendar days, the following rules apply:

- (a) *Delete.* If a Registered Name is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend.* If a Registered Name is extended within the *Transfer Grace Period*, there is no credit for the transfer. The Registrar's account will be charged for the number of years the registration is extended. The expiration date of the Registered Name is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Renew/Extend operation.
- (c) *Holder-Authorized Transfers:* If a Registered Name is transferred within the *Transfer Grace Period*, there is no credit. The expiration date of the Registered Name is extended by one year up to a maximum term of ten years. The ICANN Policy on Transfer of Registrations between Registrars does not allow transfers within the first 60 days after another transfer has occurred; it is registrars' responsibility to enforce this restriction.
- (d) *ICANN-Approved Transfers:* Bulk transfers with ICANN approval may be made during the *Transfer Grace Period* according to the procedures in Part B of the ICANN Policy on Transfer of Registrations between Registrars. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Transfer operation that occurred prior to the Bulk Transfer.

5.6 Overlapping Grace Periods

5.6.1 If an operation is performed that falls into more than one grace period, the actions appropriate for each grace period apply (with some exceptions as noted below).

- If a Registered Name is deleted within the Add Grace Period and the Renew/Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done. The Registered Name is removed from the Registry database and is immediately available for registration by any Registrar.

- If a Registered Name is auto-renewed, then extended, and then deleted within the Renew/Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension. The years that were added to the Registered Name's expiration as a result of the auto-renewal and extension are removed.

5.6.2 Overlap Exception

- If a Registered Name is deleted within one or several Transfer Grace Periods, then only the current sponsoring Registrar is credited for the transfer amount. For example, if a Registered Name is transferred from Registrar A to Registrar B and then to Registrar C and finally deleted by Registrar C within the Transfer Grace Period of the first and second transfers, then only the last transfer is credited to Registrar C.
- If a Registered Name registration is extended within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.

5.7 Pending Periods

5.7.1 Transfer Pending Period

The *Transfer Pending Period* is a specified number of calendar days following a request from a registrar (registrar A) to transfer a Registered Name in which the current registrar of the Registered Name (registrar B) may explicitly approve or reject the transfer request. The current value of the *Transfer Pending Period* is five (5) calendar days for all registrars. The transfer will be finalized upon receipt of explicit approval or rejection from the current registrar (registrar B). If the current registrar (registrar B) does not explicitly approve or reject the request initiated by registrar A, the registry will approve the request automatically after the end of the *Transfer Pending Period*. During the *Transfer Pending Period*:

- EPP TRANSFER request or EPP RENEW request is denied
- AUTO-RENEW is allowed
- EPP DELETE request is denied
- Bulk Transfer operations are allowed
- EPP UPDATE request is denied

After a transfer of a Registered Name, the EPP TRANSFER request may be denied for 60 days.

5.7.2 Pending Delete Period

A domain name is placed in PENDING DELETE status if it is deleted outside any applicable grace periods. A Registered Name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a Registered Name in PENDING DELETE status will be rejected. A Registered Name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five (5) calendar days.

6. Nameserver functional specifications

Nameserver operations for the Registry TLD shall comply with RFCs 1034, 1035, and 2182.

7. Other functional specifications

The email forwarding service will be operated as an SMTP service accepting standard email on TCP port 25, and forwarding to the account specified during registration of or subsequent updates to the registration.

The Registry operator reserves the right to limit the maximum accepted size of email and also the number of emails forwarded per account to ensure service quality. The operator may also undertake other necessary actions needed to ensure the stable operation of the service. This could include, but is not limited to deferring and blocking incoming connections and data.

The Registry operator may introduce concepts such as SenderID, SPF and other systems into the email solution. The Registry will issue an advisory statement to Registrars seven days in advance of implementation.

The Registry will continue to operate family-pages for the shared second levels in the Registry.

8. Patch, update, and upgrade policy

Registry Operator may issue periodic patches, updates or upgrades to the Software, EPP or APIs ("Licensed Product") licensed under the Registry- Registrar Agreement (the "Agreement") that will enhance functionality or otherwise improve the Shared Registration System under the Agreement. For the purposes of this Part 5 of Appendix 7, the following terms have the associated meanings set forth herein.

- A "Patch" means minor modifications to the Licensed Product made by Registry Operator during the performance of error correction services. A Patch does not constitute a Version.

- An "Update" means a new release of the Licensed Product, which may contain error corrections, minor enhancements, and, in certain circumstances, major enhancements.
- An "Upgrade" means a new release of the Licensed Product, which involves the addition of substantial or substantially enhanced functionality.
- A "Version" means the Licensed Product identified by any single version number.

Each Update and Upgrade causes a change in version.

* Patches do not require corresponding changes to client applications developed, implemented, and maintained by each registrar.

* Updates may require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

* Upgrades require changes to client applications by each registrar in order to take advantage of the new features and/or capabilities and continue to have access to the Shared Registration System.

Registry Operator, in its sole discretion, will deploy Patches both inside and outside scheduled and announced Shared Registration System maintenance periods.

For Updates (where client changes are not required), Registry Operator will give each registrar notice prior to deploying the Updates into the production environment. The notice shall be at least thirty (30) days.

For Updates (where client changes are required) and Upgrades, Registry Operator will give each registrar notice prior to deploying the Update or Upgrade into the production environment. The notice shall be at least ninety (90) days. Such notice will include an initial notice before deploying the Update that requires changes to client applications or the Upgrade into the Operational Test and Evaluation ("OT&E") environment to which all registrars have access. Registry Operator will maintain the Update or Upgrade in the OT&E environment for at least thirty (30) days, to allow each registrar the opportunity to modify its client applications and complete testing, before implementing the new code in the production environment. This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack or any other kind of excessive load where the Registry Operator's systems are rendered inaccessible or degraded by being subject to, without limitation:

- Excessive levels of data traffic
- Unauthorized traffic; or
- Data traffic not conforming to the protocols used by the Registry

9. Performance Specifications

Registry Operator shall use commercially reasonable efforts to provide Registry Services for the Registry TLD. The Performance Specifications, defined below, provide a means to measure Registry Operator's delivery of Registry Services and, when applicable, allow for calculation of the SLA Credit payable to ICANN-Accredited Registrars pursuant to Appendix 10 of the Registry Agreement.

- 9.1 Conventions The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.
- 9.2 Definitions Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.
- 9.3 "Claim Month" means the calendar month when SRS Unavailability occurred, for which the ICANN-Accredited Registrar can claim SLA Credit.
- 9.4 "Core Internet Service Failure" refers to an extraordinary and identifiable event beyond the control of Registry Operator affecting the Internet services to be measured pursuant to Section 2 of Nameserver Availability and Performance Measurements in Exhibit A of this Appendix. Such events include but are not limited to congestion collapse, partitioning, power grid failures, and routing failures.
- 9.5 "Current Pricing Level" refers to prices charged for Registry Services as provided in the Registry Agreement.
- 9.6 "DNS Service" shall mean the Nameserver service made available on TCP/UDP port 53 on selected servers.
- 9.7 "ICANN-Accredited Registrar," as used in this Appendix, refers to an "ICANN-Accredited Registrar" that has a Registry-Registrar Agreement in effect with Registry Operator.
- 9.8 "Monthly Timeframe" shall mean each single calendar month beginning and ending at 0000 Greenwich Mean Time (GMT).
- 9.9 "Performance Specifications" refers to a description of the functional attributes of a particular system or service. The attributes outlined in a Performance Specification are measurable.
- 9.10 "Planned Outage" means the periodic pre-announced occurrences when the SRS Service will be stopped for maintenance or care. Planned Outages will be published at least one week in advance to the Registrar Community in the form of an email to each ICANN-Accredited Registrar. Planned Outages will be scheduled only during the following window period of time each week, 0000 - 0900 GMT on Sunday (the "Planned Outage Period"). The beginning of this Planned Outage Period may be changed from time to time by the Registry Operator, in its sole discretion, upon prior notice to

each ICANN-Accredited Registrar. Planned Outages will not exceed 4 hours/per calendar week beginning at 1200 GMT Monday nor total more than 8 hours/per month. Notwithstanding the foregoing, Registry Operator may incur one (1) additional Planned Outage of up to 12 hours in duration during the Planned Outage Period and the immediately following three hours for major systems or software upgrades ("Extended Planned Outages"). These Extended Planned Outages represent total allowed Planned Outages for the month.

- 9.11 "Registrar Community" refers to all "ICANN-Accredited Registrars" as that term is defined for purposes of this Appendix.
- 9.12 "Round-trip" means the amount of measured time that it takes for a reference query to make a complete trip from the sampling agent, to the service being tested and back again. Usually measured in milliseconds.
- 9.13 "SLA" means the Service Level Agreement between Registry Operator and ICANN-Accredited Registrar attached as Appendix 10 to the Registry Agreement.
- 9.14 "SLA Credit" means those credits available to the ICANN-Accredited Registrar pursuant to the SLA.
- 9.15 "SRS Service" shall mean the service accessible to the ICANN-Accredited Registrar for operating on the main registry data store using the defined protocol (EPP) for Registry-Registrar interaction. It does not include WWW, FTP, SCP or other services not associated directly with adding, deleting or modifying domain-names.
- 9.16 "SRS Availability" means when the SRS Service is operational and predictably responding in a commercially reasonable manner. By definition, this does not include Planned Outages or Extended Planned Outages. System Availability will be monitored and recorded by the Registry Operator. The following formula shall be used for calculating SRS Availability:

$$A = 100 * \left(\frac{TA - UDT}{TA} \right)$$

where:

A = SRS Availability in percent
UDT = Unplanned Downtime in hours for the Monthly Timeframe
TA = Time available in hours for the Monthly Timeframe

- 9.16.1 The following periods will not be included in calculating SRS Availability:

- (a) All periods of SRS Unavailability that result from the effects of scheduled service maintenance;
- (b) All periods of SRS Unavailability that result from events locally at the ICANN-Accredited Registrar, or events outside of Registry Operator's control; and
- (c) All periods of SRS Unavailability that result from events that can be classified as malicious attacks, such as denial of service ("DoS") attacks.

9.17 "SRS Unavailability" means when, as a result of a failure of systems within the Registry Operator's control, the ICANN-Accredited Registrar is unable to either:

9.17.1 establish a session with the SRS gateway which shall be defined as:

- (a) successfully completing a TCP session start;
- (b) successfully completing the SSL authentication handshake; and
- (c) successfully completing the extensible provisioning protocol ("EPP") session command.

9.17.2 Execute a 3 second average round trip for 95% of the EPP check domain commands and/or less than 5 second average round trip for 95% of the EPP add domain commands, from the SRS gateway, through the SRS system, back to the SRS gateway as measured during each Monthly Timeframe.

9.18 "System Services" shall mean the list of services provided in Section 3 - System Services.

9.19 "Transaction" shall mean completion of a defined SRS command.

9.20 "Unplanned Downtime" shall mean all of the following:

9.20.1 The amount of time recorded between a trouble ticket first being opened by the Registry Operator in response to an ICANN-Accredited Registrar's claim of SRS Unavailability for that ICANN-Accredited Registrar through the time when the ICANN-Accredited Registrar and Registry Operator agree the SRS Unavailability has been resolved with a final fix or a temporary work around, and the trouble ticket has been closed. This will be considered SRS Unavailability only for those ICANN-Accredited Registrars impacted by the outage as evidenced by their submission of an SLA claim;

9.20.2 The amount of time recorded between a trouble ticket first being opened by the Registry Operator in the event SRS

Unavailability that affects all ICANN-Accredited Registrars through the time when the Registry Operator resolves the problem with a final fix or a temporary work around, and the trouble ticket is closed;

9.20.3 The amount of time the Planned Outage exceeds the limits established in Subsection 9.10 above; and

9.20.4 The amount of time that the Planned Outage time occurs outside the window of time established in Subsection 2.8 above.

9.21 "Whois Service" shall mean the information service made available on TCP port 43 on selected servers.

10. **System Services**

The following table lists the System Services for which availability and performance requirements are established. System Services shall meet the availability and performance levels described in Section 5.

System Service	SLA	ICANN
DNS Service		X
SRS Service	X	X
Whois Service		X

11. **Service Levels (Availability and Performance)**

11.1 **DNS Service.** Registry Operator considers the DNS Service to be the most critical service of the Registry, and will ensure that unavailability times are kept to an absolute minimum.

11.1.1 **DNS Service Availability = 99.999%.** Registry Operator will provide the above-referenced DNS Service Availability. Registry Operator will log DNS Service unavailability: (a) when such unavailability is detected by the monitoring tools described in Exhibit A, or (b) once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.999% measured on a monthly basis.

11.1.2 **Performance Level.** At any time, 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 request on the most loaded nameserver.

11.1.3 **Response Time.** The DNS Service will meet the Cross-Network Nameserver Performance Requirements described in 15.2.

- 11.2 SRS Service. Registry Operator provides built-in redundancy into the SRS Service. Such redundancy will ensure that SRS Unavailability is kept to an absolute minimum.
 - 11.2.1 SRS Service Availability = 99.4%. Registry Operator will provide the above-referenced SRS Service Availability. Registry Operator will log SRS Unavailability once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.4% measured on a monthly basis.
 - 11.2.2 Performance Level. The Registry Operator will, on average, be capable of processing 40 Transactions per second.
 - 11.2.3 Response Time. The SRS Service will have a worst-case response time of 3 seconds, not including network delays, before it will be considered Unavailable.
- 11.3 Whois Service. Registry Operator provides built-in redundancy into the Whois Service. Such redundancy will ensure that unavailability of the Whois Service is kept to an absolute minimum.
 - 11.3.1 Whois Service Availability = 99.4%. Registry Operator will provide the above-referenced Whois Service Availability for port 43. Registry Operator will log Whois Service unavailability: (a) when such unavailability is detected by the monitoring tools described in Exhibit A, or (b) once an ICANN-Accredited Registrar reports an occurrence by phone, e-mail or fax. The committed Performance Specification is 99.4% measured on a monthly basis.
 - 11.3.2 Response Times. The port 43 Whois Service will have a worst-case response time of 1.5 seconds, not including network delays, before it will be considered unavailable.

12. Measurement

Registry Operator will monitor the Service Levels in Section 11 in accordance with the following principles.

- 12.1 SRS Service/Component Monitoring: The Registry operator will monitor the SRS service remotely using proprietary software developed in-house, and will in addition use protocol server logs to verify the results.

13. Responsibilities Of The Parties

- 13.1 Except in the case of nameserver performance requirements, Registry Operator will perform monitoring from internally located systems as a means to verify that the availability and performance measurements of this document are being met.

- 13.2 The Registry Operator will update the Whois Service on a near real time basis. The Registry Operator will notify ICANN-Accredited Registrars in advance when major changes to the Whois Service update schedule occur.
- 13.3 The Registry Operator will initiate the addition, deletion or other modification of DNS zone information to the master DNS server within 5 minutes of a Transaction.
- 13.4 The Registry Operator will provide System Service availability percentages during each Monthly Timeframe as listed in Section 11 - Service Levels (Availability and Performance) to ICANN.
- 13.5 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the SRS Service within 48 hours in the event of Force Majeure. Further, the Registry Operator will make commercially reasonable efforts to restore full functionality of the SRS Service within 72 hours. Outages due to Force Majeure will not be considered Unavailability.

14. **Miscellaneous**

- 14.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.
- 14.2 Dispute Resolution will be handled pursuant to the terms of Subsection 5 of the Registry Agreement.
- 14.3 The following table defines the levels of performance the Registry Operator will adhere to:

Performance Specification Description	SRS	Nameserver	Whois
Service Availability	99.4% per month	99.999% per month across the nameserver constellation	99.4% per month
SRS Transaction processing time	<3 seconds for 95% of the transactions	N/A	N/A
Whois query processing time	N/A	N/A	<1.5 seconds for 95% of the transactions
Planned Outage Duration	8 hours per month	N/A	8 hours per month
Planned Outage Timeframe	0000-0900 GMT Sunday	N/A	0000 – 0900 GMT Sunday

Performance Specification Description	SRS	Nameserver	Whois
Planned Outage Notification	7 days	N/A	7 days
Extended Planned Outage Duration	12 hours per month	N/A	12 hours per month
Extended Planned Outage Timeframe	0000-0900 GMT Saturday or Sunday	N/A	0000-0900 GMT Saturday or Sunday
Cross-Network Nameserver Performance (CNNP)	N/A	<300ms RTT and 10% packet loss	N/A

Exhibit A

15. Sampling and Testing Schedule

15.1 Monitoring and Testing Tools

15.1.1 Internal proprietary monitoring and SLA measurement tools have been developed by the Registry Operator to ensure a consistent and accurate level of monitoring.

15.1.2 Other industry standard tools are also utilized for the purpose of monitoring registry systems.

15.2 Nameserver Performance Measurements

15.2.1 Cross-Network Nameserver Performance Requirements.

- (a) Nameserver Round-trip time and packet loss from the Internet are important elements of the quality of service provided by the Registry Operator. These characteristics, however, are affected by Internet performance and therefore cannot be closely controlled by Registry Operator. Accordingly, these requirements are not matters subject to Service Level Exceptions and credits under the Service Level Agreement.
- (b) 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:
- (c) The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .name nameservers and observing the responses from the .name nameservers. (These strings of requests and response 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).
- (d) Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting ns records for arbitrarily selected .name second-level domains, pre-selected to ensure that the names exist in the Registry 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.

- (e) To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:
- (f) The Round-trip time and packet loss from each measurement location to at least one .name nameserver must not exceed the required values.
- (g) The Round-trip time to each of 75% of the .name nameservers from at least one of the measurement locations must not exceed the required value.
- (h) The packet loss to each of the .name nameservers from at least one of the measurement locations must not exceed the required value.
- (i) Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.
- (j) To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different time of the day, as well as on different days of the week). Registry Operator will be deemed to have failed to meet the cross-network nameserver performance requirement only if the .name nameservers persistently fail the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.
- (k) 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.
- (l) If, following that opportunity to cure, the .name 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 deemed not to have met its obligations under Subsection 3.3 of the Registry Agreement.
- (m) 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.

Appendix 8

Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement"), dated as of _____, _____, is made and entered into by and between Global Name Registry Limited, a company incorporated under the laws of England and Wales, with its principal place of business located at Suite K7, Cumbrian House, Meridian Gate, Marshwall Road, London E14 9FJ, UK, United Kingdom ("GNR") and _____ a _____, with its principal place of business located at _____ ("Registrar"). GNR and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, GNR has entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .name top-level domain;

WHEREAS, multiple registrars will provide Internet domain name and other Registered Items (as defined herein) registration services within the .name top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names and other Registered Items (as defined herein) within the .name top-level domain.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, GNR and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing, including by email, within 15 days of the disclosure that it is confidential.

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date first set forth above.

1.5. "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

1.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.7. "Personal Data" refers to data about any identified or identifiable natural person.

1.8. "Registered Item" refers to either a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, or a SLD E-mail Address or a Defensive Registration or a Namewatch Registration, about which GNR or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. An item in a Registry Database may be a Registered Item even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "Registered Item Holder" means the holder of a Registered Item.

1.10. The "Registrar Tool Kit" comprises the EPP, APIs and Software.

1.11. "Registry Agreement" means the Registry Agreement between GNR and ICANN dated as of , 2007 , for the operation of the Registry TLD, as amended from time to time.

1.12. "Registry Database" means a database, comprised of data about one or more DNS domain names, SLD E-mail Addresses or Defensive Registrations within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively, responses to domain-name availability lookup requests, Whois queries or other services related to the Registered Items, for some or all of those names.

1.13. "Registry Services" Registry Services are: (a) those services that are both (i) 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 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 the Registry Operator for the .name registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (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.

1.14. "Registry TLD" means the .name TLD.

1.15. The "Registry System" means the system operated by GNR and its partners for Registered Items in the Registry TLD.

1.16 "SLD E-mail Address" means an e-mail address consisting of a second level domain name within the domain of the Registry TLD and a defined user name (e.g., john@smith.name), about which Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance.

1.17 "Registered Name" means a registered SLD E-mail address, registered third level domain name or registered second level domain name, collectively

1.18. "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

1.19. "Term" means the term of this Agreement, as set forth in Subsection 9.1.

1.20. A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF GNR

2.1. Access to Registry System. Throughout the Term of this Agreement, GNR shall operate the Registry System and provide Registrar with access to the Registry System to transmit Registered Item registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between GNR and ICANN.

2.2. Maintenance of Registrations sponsored by Registrar. Subject to the provisions of this Agreement, ICANN requirements, and GNR requirements authorized by ICANN, GNR shall maintain the registrations of Registered Items sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Tool Kit; License. No later than three business days after the Effective Date, GNR shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, GNR hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to GNR in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide Registered Item registration services in the Registry TLD only and for no other purpose.

2.4. Changes to System. GNR may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. GNR will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the EPP, APIs, Software or other materials licensed hereunder.

2.5. Engineering and Customer Service Support.

2.5.1. Engineering Support. GNR agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

2.5.2. Customer Service Support. During the Term of this Agreement, GNR will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Item Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. GNR will provide Registrar with a telephone number and e-mail address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 a.m. and 5 p.m. Eastern US time.

2.6. Handling of Personal Data. GNR shall notify Registrar of the purposes for

which Personal Data submitted to GNR by Registrar is collected, the intended recipients (or categories of recipients) of such, Personal Data, and the mechanism for access to and correction of such Personal Data. GNR shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. GNR shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. GNR may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

2.7. Service Level Agreement. GNR shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which appendix is hereby incorporated by reference, as amended from time to time.

2.8. ICANN Requirements. GNR's Obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements In accordance with the timeline defined by ICANN.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the Term Of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Items and (ii) customer service (including domain name record support) and billing and technical support to Registered Item Holders. Registrar shall publish to Registered Item Holders emergency contact information for critical situations such as domain name hijacking.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Item within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Item Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to GNR under this Agreement.

3.4. Indemnification Required of Registered Item Holders. In its registration agreement with each Registered Item Holder, Registrar shall require such Registered Item Holder to indemnify, defend and hold harmless GNR and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Item Holder's registration. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Compliance with Terms and conditions. Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Item Holder, as applicable, an obligation for such Registered Item Holder to comply with each of the following requirements:

3.5.1. ICANN standards, policies, procedures, and practices for which GNR has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

3.5.2. Operational standards, policies, procedures, and practices for the Registry TLD established from time to time by GNR in a non-arbitrary manner and applicable to all registrars, including affiliates of GNR, and consistent with ICANN's standards, policies, procedures, and practices and GNR' Registry Agreement with ICANN. Additional or revised GNR operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by GNR to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supercede those of the Registrar's registration agreement.

3.6. Additional Requirements for Registration Agreement. In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Item Holder, Registrar shall require such Registered Item Holder to:

3.6.1. Certify that to the best of their knowledge, the Registered Item is registered in compliance with the .name Eligibility Requirements.

3.6.2. Consent to the use, copying, distribution, publication, modification and other processing of Registered Item Holder's Personal Data by GNR and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

3.6.3. Submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and

3.6.4. Immediately correct and update the registration information for the Registered Item during the registration term for the Registered Item;

3.6.5. Agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that GNR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Item during these periods, and (b) the results of any dispute over a sunrise registration; and

3.6.6. Acknowledge and agree that GNR reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Item(s) on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of GNR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by GNR or any Registrar in connection with a Registered Item registration. GNR also reserves the right to place upon registry lock, hold or similar status a Registered Item during resolution of a dispute.

3.7. Data Submission Requirements.

3.7.1. As part of its registration and sponsorship of Registered Items in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants GNR a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and other Registry services as required in GNR's operation of the Registry TLD.

3.7.2. Registrar shall submit any corrections or updates from a Registered Item Holder relating to the registration information for a Registered Item to GNR in a timely manner.

3.8. Security.

3.8.1. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to prevent its access to the Registry System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of GNR, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or other Items offered by Registry operator or modify existing registrations. In addition, GNR may require other reasonable security provisions to ensure that the Registry System is secure and stable.

3.8.2. Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the GNR and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify GNR within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way.

3.8.3. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. GNR in its sole discretion may choose to modify <authinfo> codes for a given Registered Item and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>) or by notification using fax/email. Documentation of these mechanisms shall be made available to Registrar by GNR. The Registrar shall provide the Registered Item Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Item Holder regarding access to and/or modification of an authorization code within five (5) calendar days.

3.9. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP, the APIs and the systems of GNR in conjunction with Registrar's systems.

In the event of significant degradation of the Registry System or other emergency, GNR may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of GNR.

3.10. Time. In the event of any dispute concerning the time of the entry of a Registered Item registration into the Registry Database, the time shown in the Registry records shall control.

3.11. Transfer of Registration Sponsorship. Registrar agrees to implement transfers of Registered Item registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.12. Restrictions on Registered Items. In addition to complying with ICANN standards, policies, procedures, and practices limiting Registered Items that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the Registered Items that may be registered.

4. FEES

4.1. Amount of GNR Fees. Registrar agrees to pay GNR the fees set forth in Exhibit A for services provided by GNR to Registrar (collectively, "Fees"). GNR reserves the right to revise the Fees from time to time, provided that GNR shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay GNR the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator.

4.2. Payment of GNR Fees. In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by GNR ("Payment Security"), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by GNR to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. GNR shall provide monthly invoice statements to the Registrar.

4.3. Non-Payment of Fees. In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with GNR, GNR may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the Registered Items associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the

Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure, or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information that is legally required.

5.1.7. The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

5.2. Intellectual Property.

5.2.1. Subject to the licenses granted hereunder, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by GNR under this Section, will indemnify, defend and hold harmless GNR and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Item Holder or Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service. GNR shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, GNR will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses GNR for GNR's actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without GNR's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by GNR in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Representation and Warranty. Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) it is, and will continue to be accredited by ICANN or its successor and (v) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

6.3. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF GNR AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO GNR UNDER THE TERMS OF THIS AGREEMENT FOR THE

IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) \$100,000 USD.

6.4. Disclaimer of Warranties. THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY GNR HEREUNDE'R ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. GNR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. GNR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, GNR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

6.5. Reservation of Rights. GNR reserves the right to deny, cancel or transfer any registration or transaction, or place any Registered Item(s) on registry lock, hold or similar status, or additionally for SLD email forwarding implement throttling/blocking and/or size limitations, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of GNR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by GNR or any Registrar in connection with a Registered Item registration. GNR also reserves the right to place a Registered Item on registry hold, registry lock, or similar status during resolution of a dispute.

7. INSURANCE

7.1. Insurance Requirements. Registrar shall acquire, on or before the Effective Date, at least US \$1,000,000 in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle GNR to seek compensation under such policy on behalf of GNR and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

8. DISPUTE RESOLUTION

8.1. Dispute Resolution. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved

through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in London, England. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the courts in England; however, the parties shall 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 a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the courts in England, which shall not be a waiver of this arbitration agreement.

9. TERM AND TERMINATION

9.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to GNR' approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to GNR. In the event that GNR does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

9.2. Termination. This Agreement may be terminated as follows:

9.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

9.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving GNR thirty days notice of termination.

9.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

9.2.4. Termination In the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that GNR' Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry

Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

9.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

9.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

9.3.1. GNR will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to GNR for Fees are current and timely.

9.3.2. Registrar shall immediately transfer its sponsorship of Registered Items to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

9.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

9.3.4. In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, GNR reserves the right to immediately contact any and all Registered Item Holders to facilitate the orderly and stable transition of Registered Item Holders to other ICANN-accredited registrars.

9.3.5. All fees owing to GNR shall become immediately due and payable.

9.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6A, 8.1, 9A, 10.2, 10.3, 10A, 10.6, 10.7 and 10.8 and (ii) the Registered Item Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10. MISCELLANEOUS

10.1. Assignments.

10.1.1. Assignment to Successor Registry Operator. In the event the GNR's Registry Agreement is terminated or expires without entry by GNR and ICANN of a subsequent registry agreement, GNR's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent GNR assumes the duties of GNR under this Agreement.

10.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that GNR's Registry Agreement with ICANN for the Registry TLD is validly assigned, GNR's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee

assumes the duties of GNR under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

10.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.2. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless such party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to GNR:
Global Name Registry Limited
Suite K7,
Cumbrian House,
Meridian Gate,
Marshwall Road,
London E14 9FJ, UK

United Kingdom – Attention President

phone: +44 20 75 31 48 80 fax: +44 20 75 19 61 99

10.3. Third-Party Beneficiaries. The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Item. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

10.4. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency: relationship, a partnership or a joint venture between the parties.

10.5. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of

exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

10.6. Amendments. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

10.7. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.8. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

10.9. Counterparts. All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

10.10. Governing Law. This Agreement is governed by the laws of England and Wales.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the date set forth in the first paragraph hereof.

GNR Limited

[Registrar]

By:

By:

Name:

Name:

Title:

Title:

Exhibit A

REGISTRATION FEES

1 Second Level Domains

Second Level Products are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A.

1.1 Second Level Domain-Name Initial Registration Fee

GNR will charge a fee per annual increment of an initial registration of a Second Level Domain-Name (the "Initial Second Level Registration Fee"). The Initial Second Level Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The current Initial Second Level Registration Fee as of the Effective Date is US\$6.00.

1.2. Second Level Domain-Name Renewal Fee

GNR will charge a fee per annual increment of a renewal of a registration of a Second Level Domain-Name (the "Second Level Renewal Fee"). The Second Level Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Second Level Renewal Fee as of the Effective Date is US\$6.00.

1.3. Fees for Transfers of Sponsorship of Second Level Domain-Name Registrations

Where the sponsorship of a Second Level Domain-Name is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, GNR will require the registrar receiving the sponsorship to request a renewal of one year or more for the Second Level Domain-Name. In connection with that extension, GNR will charge a Renewal Fee for the requested extension as provided in item 1.2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Second Level Domain-Name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Second Level Domain-Name.

2 Third Level Addresses

Third Level Addresses are charged in accordance with the provisions below subject to the special provisions contained in Section 6 of this Exhibit A

2.1 Third Level Domain-Name / SLD E-mail Address Initial Registration Fees

GNR will charge a fee dependant upon the number of annual increments acquired of an initial registration of a Third Level Domain-Name / SLD E-mail Address (the "Initial Third Level Registration Fee"). The Initial Third Level Registration Fee shall be paid in full by Registrar sponsoring the Third Level Domain-Name / SLD E-mail Address at the time of registration. The current Initial Third Level Registration Fees can be obtained from GNR via phone, email or on <http://registrars.gnr.com>

2.2. Third Level Domain-Name / SLD E-mail Address Renewal Fees

GNR will charge a fee dependant upon the number of annual increments acquired of a renewal of a registration of a Third Level Domain-Name / SLD E-mail Address (the "Third Level Renewal Fee"). The Third Level Renewal Fee shall be paid in full by Registrar sponsoring the Third Level Domain-Name / SLD E-mail Address at the time of renewal. The current Third Level Renewal Fees can be obtained from GNR via phone, email or on <http://registrars.gnr.com>

2.3. Fees for Transfers of Sponsorship of Third Level Domain-Name / SLD E-mail Address Registrations

Where the sponsorship of a Third Level Domain-Name / SLD E-mail Address is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, GNR will require the registrar receiving the sponsorship to request a renewal of one year or more for the Third Level Domain-Name / SLD E-mail Address. In connection with that extension, GNR will charge a Renewal Fee for the requested extension as provided in item 2.2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Third Level Domain-Name / SLD E-mail Address registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Third Level Domain-Name / SLD E-mail Address.

3 Defensive Registrations

3.1 Defensive Registration Initial Registration Fee

GNR will charge a fee for an initial registration of a Defensive Registration (the "Initial Defensive Registration Fee"). The Initial Defensive Registration Fee shall be paid in full by Registrar sponsoring the Defensive Registration at the time of registration and shall be for a duration of ten years. The current Defensive Registration Initial Registration Fees can be obtained from GNR via phone, email or on <http://registrars.gnr.com>.

3.2. Defensive Registration Renewal Fee

GNR will charge a fee per annual increment of a renewal of a registration of a Defensive Registration (the "Defensive Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the Defensive Registration at the time of renewal. The current Defensive Registration Renewal Fees can be obtained from GNR via phone, email or on <http://registrars.gnr.com>.

3.3. Fees for Transfers of Sponsorship of Defensive Registrations

Where the sponsorship of a Defensive Registration is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, GNR will require the registrar receiving the sponsorship to request a renewal of one year for the Defensive Registration. In connection with that extension, GNR will charge a Renewal Fee for the requested extension as provided in item 3.2 above. The

transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Defensive Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Defensive Registration.

4 Namewatch Registrations

4.1 Namewatch Registration Initial Registration Fee

GNR will charge a fee per annual increment of an initial registration of a Namewatch Registration (the "Initial Namewatch Registration Fee"). The Initial Namewatch Registration Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of registration. The current Namewatch Registration Initial Registration Fee can be obtained from GNR via phone, email or on <http://registrars.gnr.com>.

4.2. Namewatch Registration Renewal Fee

GNR will charge a fee per annual increment of a renewal of a registration of a Namewatch Registration (the "Namewatch Renewal Fee"). The Renewal Fee shall be paid in full by Registrar sponsoring the Namewatch Registration at the time of renewal. The current Namewatch Registration Renewal Fee can be obtained from GNR via phone, email or on <http://registrars.gnr.com>.

4.3. Fees for Transfers of Sponsorship of Namewatch Registrations

Where the sponsorship of a Namewatch Registration is transferred from one ICANN Accredited Registrar to another ICANN-Accredited Registrar, GNR will require the registrar receiving the sponsorship to request a renewal of one year or more for the Namewatch Registration. In connection with that extension, GNR will charge a Renewal Fee for the requested extension as provided in item 4.2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any Namewatch Registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the Namewatch Registration.

5. Bulk Transfers.

For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay GNR US \$0 (for transfer of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

6. Monthly Billing

6.1 Where a Registrar, or if applicable, a Reseller of Registrar, bills a Registrant on a monthly basis for a Registered Name GNR may offer Registrar to be billed in monthly increments for such eligible Registered Name ("Monthly Billing")

6.2 Only the products covered in Sections 1 and 2 (Registered Names) above are eligible for monthly billing.

6.3 The Monthly Fee charged per Registered Name will be equal to one twelfth (1/12) of the otherwise applicable yearly fee, rounded up to the nearest whole

cent. The applicable monthly fee is charged every month the product remains registered.

6.4 Transactions that should be eligible for Monthly Billing must be capable of being separately identified within current EPP functionality.

6.5 Monthly billing requires the execution of a separate standard Monthly Billing agreement that is available upon request.

7. Excess Deletion Fee

7.1 GNR may charge registrars a fee (the "Excess Deletion Fee") for each Registered Name deleted within the five (5) day add grace period (as specified in Appendix 7, Section 5.5.1(b) of the Registry Agreement, "Grace Period Deletes") during any thirty (30) day period in the event Grace Period Deletes are in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over the relevant time period as determined by GNR. The initial Excess Deletion Fee shall be US\$0.05 per Grace Period Delete.

The Effective Price charged may from time to time be less than that set forth above as a result of promotions to drive higher demand.

GNR reserves the right to increase the Fees' set forth above prospectively upon six months advance notice to Registrar.

Appendix 9 Approved Services

The Registry Agreement specifies a "Process for Consideration of Proposed Registry Services." The following services are specifically identified as having been approved by ICANN prior to the effective date of the Registry Agreement. As such, notwithstanding any other provisions of the Registry Agreement, GNR shall be free to deploy the following services:

- Internationalized Domain Names, in accordance with the letter from Paul Twomey to Geir Rasmussen dated 15 August 2004 (see, <http://www.icann.org/correspondence/twomey-to-rasmussen-15aug04.pdf>)
- Two-character names shall be released by the Registry Operator for third-level registrations and SLD email addresses only (see, <http://www.icann.org/minutes/minutes-17jan07.htm> "Two Character New Registry Service Proposal from .NAME Registry")

Appendix 10

Service Level Agreement

1. **Definitions** – Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in Appendix 7 to the Registry Agreement.

2. **Credits**

2.1 **Calculation of SLA Credit** – If SRS Availability is less than the specified service level as defined in Appendix 7 to the Registry Agreement, then ICANN-Accredited Registrars connected to, and actively operating on, the SRS Service by adding domains in the Claim Month will be entitled to an SLA Credit. The SLA Credit will be calculated in the following way:

$$C = (N * R * \frac{(S - A)}{100}) * 5\% , \text{ for } S > A$$

Where:

C = Calculated compensation in US dollars
N = Number of new domain name registrations by claiming Registrar during the Claim Month
R = Current Pricing Level for a domain name in US dollars
S = Agreed service level during the Claim Month in percentage
A = Availability of service during the Claim Month in percentage

Example of SLA Credit Calculation:

Registry Operator records a service level exception across a Claim Month of 25 minutes beyond the time periods contemplated by the SLA. Assuming the Claim Month had 30 days, the Claim Month will contain a total of 43,200 minutes. The 25 minute service level exception equates to $25/43,200 = 0.058\%$ downtime. For purposes of this example, the current pricing level is assumed to be \$5.25 and the total number of new domain name registrations by the claiming registrar is 50,000. Thus:

N = 50,000
R = \$5.25
S = 99.4% (the agreed SRS Availability)
A = 99.342% (99.4% - 0.058%)

$$C = (50,000 * 5.25 * \frac{(99.4 - 99.342)}{100}) * 5\%$$

C = US \$7.61

4.1.1 Under no circumstances shall Registry Operator issue SLA Credits when the availability problems are caused by

network providers, congestion collapse, partitioning, power grid failures, routing failures, major public infrastructure collapse or the systems of the individual ICANN-Accredited Registrars.

2.2 Registry Operator will not attempt to discern what discount levels were in effect at the time the specific time of the service level exception, but rather use the then-current discount level. All SLA Credit will be paid, including the appropriate discounts and rate levels, according to the then-current rate schedule.

3. **Submission of Claim for SLA Credit** – In order for ICANN-Accredited Registrars to claim SLA Credit, the following procedure must be followed:

3.1 The ICANN-Accredited Registrar must submit any claims for credits for any particular Claim Month to Registry Operator by fax within 7 days of the end of the Claim Month. Such claims must include the ICANN-Accredited Registrar's calculation of SRS Unavailability.

3.2 Credits can only be claimed by ICANN-Accredited Registrars that were connected to and actively operating on the SRS Service by adding domain name registrations in the Claim Month.

3.3 SLA Credit will only be given for periods of SRS Unavailability that have been reported as outlined in Section 8.1 below.

4. **Validation of Claim** – Registry Operator will confirm the validity of SLA Credit application.

5. **Maximum Credits** – The total amount of SLA Credit, across all ICANN-Accredited Registrars, issued by Registry Operator for a Claim Month shall not exceed 5% of Registry Operator's previous Monthly Timeframe's revenue from domain name registrations eligible for SLA Credits. The total amount of SLA Credits, across all ICANN-Accredited Registrars, given by the Registry Operator in a given calendar quarter shall not exceed 5% of the previous calendar quarter's revenue as generated by domain name registrations eligible for a SLA Credit.

6. **Payment of Credits** – SLA Credits claimed and validated, as outlined in Section 4 above, will be given to the ICANN-Accredited Registrar by applying them to the ICANN-Accredited Registrar's prepaid account if such account exists. If no such prepaid account exists, then the SLA Credits shall issue as otherwise agreed between the parties and in accordance with Section 8.8 below.

7. **Appeal of Credits** – If the ICANN-Accredited Registrar has a dispute with regards to the accuracy of the payment of SLA Credit, as outlined in Section 2, the following procedures will apply:

7.1 The ICANN-Accredited Registrar may, within 7 days of the Registry Operator validating the claim, send in a request for a review of the calculation. Such request must clearly state the reason for the request.

7.2 The request will be assessed and returned with a response within 7 business days.

7.3 If the calculation is not revised to the satisfaction of the ICANN-Accredited Registrar, the ICANN-Accredited Registrar may request that the matter be referred to Registry Operator's Compliance Manager. The Compliance Manager will then use reasonable efforts to establish the ICANN-Accredited Registrar's grounds for the complaint.

8. **Obligations**

8.1 The affected ICANN-Accredited Registrar must assist the Registry Operator by reporting each occurrence of alleged SRS Unavailability to Registry Operator customer service help desk in the manner required by Registry Operator in order for an occurrence to be treated as SRS Unavailability for purposes of the SLA. Registry Operator will treat all SRS Unavailability problems equally and fix them within a commercially reasonable period of time; however, Registry Operator reserves the right to prioritize the order according to problem severity.

8.2 In the event that all ICANN-Accredited Registrars are affected by SRS Unavailability, Registry Operator is responsible for opening a blanket trouble ticket and using commercially reasonable efforts to notify the ICANN-Accredited Registrars of the trouble ticket number and details.

8.3 Both ICANN-Accredited Registrars and Registry Operator must use commercially reasonable good faith efforts to establish the cause of any SRS Unavailability. If it is mutually determined to be a Registry Operator problem, the incident will become part of the Unplanned Outage Time.

8.4 Registry Operator will perform monitoring from internally located systems as a means to verify that the conditions of the SLA are being met.

8.5 ICANN-Accredited Registrars must inform Registry Operator any time their estimated volume of transactions (excluding check domain commands), will exceed their previous month's volume by more than 25%. In the event that an ICANN-Accredited Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more and the ICANN-Accredited Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions added by the Registry Operator for all ICANN-Accredited Registrars for that month exceed the Registry Operator's actual volume of the previous month's transactions by more than 20%, then the ICANN-Accredited Registrar(s) failing to give such notice will not be eligible for any SLA Credit in that Monthly Timeframe. ICANN-Accredited Registrars shall provide their forecasts at least 30 days prior to the first day of the next applicable month. In addition, Registry Operator agrees to provide ICANN-Accredited Registrars with monthly transaction summary reports.

8.6 Registry Operator will notify ICANN-Accredited Registrar of Planned Outages outside the Planned Outage period at least 7 days in advance of such planned outage. In addition, Registry Operator will use commercially reasonable and good faith efforts to maintain an accurate 30 day advance schedule of possible upcoming Planned Outages.

8.7 Registry Operator will use commercially reasonable efforts to restore the critical systems of the SRS Service within 48 hours in the event of a Force Majeure and will use commercially reasonable efforts to restore full SRS Service functionality within 72 hours. Outages due to a Force Majeure will not be considered as SRS Unavailability.

8.8 The SLA will be reconciled, and SLA Credits will be issued, on a quarterly basis.

8.9 The ICANN-Accredited Registrars, as a group, may, under reasonable terms and conditions, audit the reconciliation records for the purposes of verifying service level performance and availability. The frequency of these audits will be no more than once every six month period during the term of the Registry-Registrar Agreement.

8.10 Registry Operator will initiate the addition, deletion or other modification of DNS zone information to the master DNS server within 5 minutes of a Transaction. Registry Operator will notify ICANN-Accredited Registrars regarding any scheduled maintenance and unavailability of the TLD root-servers. Registry Operator will use reasonable efforts to notify ICANN-Accredited Registrars in advance when changes to the schedule occur.

8.11 Registry Operator will provide SRS Availability percentages during each Monthly Timeframe as listed in Appendix 7 Section 11 – Service Levels.

8.12 Registry Operator will update the Whois Service pursuant to the procedures and timelines described in Appendix 7 of the Registry Agreement. Registry Operator will notify ICANN-Accredited Registrars in advance when changes to the Whois Service update schedule occur.

9. **Miscellaneous**

9.1 This Appendix is not intended to replace any term or condition in the Registry-Registrar Agreement.

9.2 Dispute Resolution will be handled pursuant to the arbitration provisions of the Registry-Registrar Agreement.

Appendix 11

Registration Restrictions

In the examples below, "string" shall mean the Personal Name (as defined in section 2 below) of the Registrant or a component of the Personal Name of the Registrant.

1. Naming Conventions

(a) Domain Names. Domain names in the .name TLD will be registered (other than to the Registry Operator) at the second and third level, in the following formats:

1. Third level registrations: string.string.name
2. Second level registrations: string.name,

(where "string" is any allowed set of allowed characters)

(b) SLD E-Mail Addresses. SLD E-mail addresses in the .name TLD will be registered in the format <string>@<string>.name (where "string" is any allowed set of allowed characters). These are referred to in this Appendix as "SLD E-mail."

(c) Defensive Registrations. Second-level Defensive Registrations consist of a wildcard for the third-level label, a valid second-level label, and the top-level label .name, in the format example.<Defensive Registration>.name (where "example" is any allowed set of allowed characters). Third-level Defensive Registrations consist of a valid third-level label, a wildcard for the second-level label, and the top-level label .name, in the format <Defensive Registration>.example.name, where "example" is any set of characters allowed. Combined second- and third-level Defensive Registrations follow the format requirements for registered domain names.

(d) Naming Restrictions in Other Parts of the Registry Agreement. All domain names and SLD E-Mail addresses must meet the requirements in the Registry Agreement and its appendices. Relevant appendices include Appendix 7 (Functional Specifications), Appendix 8 (Registry-Registrar Agreement), Appendix 6 (Names Reserved from Registration) and this Appendix 11.

(e) Prohibited Third-Level Labels. The following words and strings may not be registered as (i) the third level domain name in a domain name registration, (ii) the user name in an SLD E-mail registration, or (iii) the third level of a Defensive Registration: dir, directory, email, genealogy, http, mail, mx, mx[followed by a number from 0 to 100], ns, ns[followed by a number from 0 to 100], wap, www and www[followed by a number from 0 to 100]. However, names having third-level labels that include any of the foregoing words and strings may be registered, such as *dirk.smith.name*.

(f) Prohibited Second-Level Labels. Second level labels consisting entirely of numbers or a combination of numbers and hyphens may not be registered as part of a domain name, SLD E-mail address, or Defensive Registration.

(g) Enforcement. The Registry Operator shall implement technical measures reasonably calculated to enact the requirements in this Section 1 of this Appendix.

2. Personal Name Registrations

(a) Definition of Personal Name. For the purposes of this Appendix, a "Personal Name" is a person's legal name, or a name by which the person is commonly known. A "name by which a person is commonly known" includes, without limitation, a pseudonym used by an author or painter, or a stage name used by a singer or actor.

(b) Eligibility Requirements. Personal Name domain name and SLD E-mail registrations in the Registry TLD (collectively, "Personal Name Registrations") will be granted on a first-come, first-served basis, except for registrations granted as a result of a dispute resolution proceeding or during the landrush procedures in connection with the opening of the Registry TLD. The following categories of Personal Name Registrations may be registered:

(i) The Personal Name of an Individual. Any person can register his or her own Personal Name.

(ii) The Personal Name of a Fictional Character. Any person or entity can register the Personal Name of a fictional character if that person or entity has trademark or service mark rights in that character's Personal Name.

(iii) Additional Characters. In registering a Personal Name Registration, registrants may add numeric characters to the beginning or the end of their Personal Name so as to differentiate it from other Personal Names. For example, in the event that John Smith unsuccessfully attempts to register *john.smith.name*, he may seek to register an alternative, such as *john.smith1955.name* or *john1955.smith.name*. If John Smith unsuccessfully attempts to register *johnsmith.name*, he may seek to register an alternative, such as *jsmith.name* or *jsmith3nd.name*.

All Personal Name Registration must meet the foregoing requirements (the "Eligibility Requirements").

(c) Challenges to Personal Name Registrations. Any third party may challenge a Personal Name Registration on the basis that it either (i) does not meet the Eligibility Requirements, or (ii) violates the UDRP.

(i) Challenges via the ERDRP. Challenges to Personal Name Registrations on the basis that they do not meet the Eligibility Requirements may be made pursuant to the Eligibility Requirements Dispute Resolution Policy. If the outcome of the challenge holds that the Personal Name Registration does not meet the Eligibility Requirements, then (1) if the challenger meets the all the Eligibility Requirements, then the challenger may have the Personal Name Registration transferred to him or her, or (2) if the challenger does not meet all Eligibility Requirements, then the challenger will be offered an opportunity to register a Defensive Registration blocking the challenged name, as such term is described in Section 2 below.

(ii) Challenges via the UDRP. A challenge to a Personal Name Registration that is a domain name will be subject to the Uniform Domain Name Dispute Resolution Policy, as adopted by ICANN (the "UDRP"), if it is based on a claim that:

(1) The domain-name registration is identical or confusingly similar to a trademark or service mark in which the challenger has rights;

(2) The registrant has no rights or legitimate interests in respect of the domain-name registration; and

(3) The domain-name registration has been registered and is being used in bad faith.

(iii) Relationship of the ERDRP and the UDRP. The failure of a challenge under either the ERDRP or the UDRP shall not preclude the same challenger from submitting a challenge under the other of the two policies, subject to the provisions of each policy.

(iv) Role of Registry Operator. Violations of the Eligibility Requirements or the UDRP will not be enforced directly by or through Registry Operator. Registrants will agree to be bound by the ERDRP and the UDRP in their registration agreements with registrars. Registry Operator will not review, monitor, or otherwise verify that any particular Personal Name Registration was made in compliance with the Eligibility Requirements or the UDRP.

(v) Role of ICANN-Accredited Registrar. The ICANN-Accredited Registrar sponsoring a Personal Name Registration shall be responsible for (1) ensuring that all registrants agree to be bound by the ERDRP and the UDRP and (2) implementing remedies under the ERDRP and UDRP according to the terms of those policies. That registrar shall be the primary contact for all disputes relating to such Personal Name Registration and shall be responsible for communicating any instructions from a dispute resolution provider to Registry Operator.

(d) Registration Agreement. All Personal Name Registrations will be granted pursuant to an electronic or paper registration agreement with an ICANN-Accredited Registrar, in accordance with Appendix 8.

3. Defensive Registrations

(a) Phase I and Phase II Defensive Registrations. Defensive Registrations may be registered in two phases. Defensive Registrations registered during the first phase are referred to hereafter as "Phase I Defensive Registrations" and Defensive Registrations registered during the second phase are hereafter referred to as "Phase II Defensive Registrations." For the purposes of this Appendix, "Defensive Registrations" means, collectively, Phase I Defensive Registrations and Phase II Defensive Registrations.

(b) Phase I Defensive Registrations Eligibility Requirements.

(i) Phase I Defensive Registrations may only be made for strings that are identical to the textual or word elements, using ASCII characters only, of valid and enforceable trademark or service mark registrations having national effect that issued prior to April 16, 2001, subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD. Only the owner of such a trademark or service mark registration may register a Defensive Registration on that trademark or service mark. Trademark or service mark

registrations from the supplemental or equivalent registry of any country, or from individual states or provinces of a nation, will not be accepted. Subject to the same character and formatting restrictions as apply to all registrations in the Registry TLD, if a trademark or service mark registration incorporates design elements, the ASCII character portion of that mark may qualify to be a Phase I Defensive Registration.

(ii) Where there is a space between the textual elements of a registered mark, the Phase I Defensive Registration registrant (a "Phase I Defensive Registrant") may elect at its discretion to replace the space with a hyphen, combine the elements together to form a continuous string, or register the mark as a combined second and third level Defensive Registration. Where there are multiple spaces between three or more textual elements of a registered mark, the foregoing sentence applies to each such space. However, where a registered mark is registered as a combined second and third level Defensive Registration, the delineation between the second and third levels must correspond to a space between the textual elements of the mark.

Thus, for example, the registered mark "Sample Mark" could be registered as any or all of the following:

- (1) *<any string>.samplemark.name;*
- (2) *<any string>.sample-mark.name;*
- (3) *samplemark.<any string>.name;*
- (4) *sample-mark.<any string>.name;*
- (5) *samplemark.samplemark.name;*
- (6) *sample-mark.samplemark.name;*
- (7) *samplemark.sample-mark.name;*
- (8) *sample-mark.sample-mark.name;* or
- (9) *sample.mark.name.*

Phase I Defensive Registrations in formats 5-8 above must use the same registered mark for both the second and third levels.

However, such mark could not be registered as, for example, *sam.plemark.name* during the Phase I Defensive Registration period. Such a registration may be made as a Phase II Defensive Registration, as described below.

(iii) In addition to the information provided by all Defensive Registration registrants (each a "Defensive Registrant") as described in Section 2(d)(iii), the Phase I Defensive Registrant must also provide (1) the name, in ASCII characters, of the trademark or service mark being registered; (2) the date the registration issued; (3) the country of registration; and (4) the registration number or other comparable identifier used by the registration authority.

(iv) Neither the Registry Operator nor the ICANN-Accredited Registrars will review the information provided by the Phase I Defensive Registrant prior to issuing a Phase I Defensive Registration.

(v) Phase I Defensive Registrations may not be transferred, except in connection with a transfer of the underlying trademark or service mark registration.

(vi) A Phase I Defensive Registration may not be converted into a Phase II Defensive Registration.

(c) Phase II Defensive Registrations Eligibility Requirements. Phase II Defensive Registrations may be requested by any entity for any string or combination of strings.

(d) Common Defensive Registration Eligibility Requirements.

(i) There are three levels of Defensive Registrations, each of which is subject to payment of a separate fee as set forth in Appendix 8:

(1) Second level Defensive Registrations -- in the form of *<any string>.<Registration>.name*;

(2) Third level Defensive Registrations -- in the form of *<Registration>.<any string>.name*;

(3) Combined second and third level Defensive Registrations -- in the form of *<Registration1>.<Registration2>.name*.

(ii) Multiple persons or entities may obtain identical or overlapping Defensive Registrations upon payment by each of a separate registration fee.

(iii) The Defensive Registrant must provide contact information, including name, e-mail address, postal address and telephone number, for use in disputes relating to the Defensive Registration. This contact information will be provided as part of the Whois record for the Defensive Registration, as described in Appendix 5.

(iv) A Defensive Registration will not be granted if it conflicts with a then-existing Personal Name Registration or other reserved word or string.

Thus, for example, if the domain name *jane.smith.name* has already been registered, then a second level Defensive Registration will not be granted for *<any string>.smith.name*. Similarly, if the SLD E-mail address *jane@smith.name* has already been registered, then a third level registration may not issue for *jane.<any string>.name*.

Similarly, if the domain name *janesmith.name* has already been registered, then a second level Defensive Registration will not be granted for *<any string>.janesmith.name*.

(e) Agreement of Defensive Registrant. All Defensive Registrations will be granted pursuant to an electronic or paper registration agreement with an ICANN-

Accredited Registrar, in accordance with Appendix 8, in which the Defensive Registrant agrees to the following:

(i) The Defensive Registration will be subject to challenge pursuant to the ERDRP.

(ii) If the Defensive Registration is successfully challenged pursuant to the ERDRP, the Defensive Registrant will pay the challenge fees.

(iii) If a challenge is successful, then the Defensive Registration will be subject to the procedures described in Section 2(h) of this Appendix.

(f) Effect of a Defensive Registration.

(i) Defensive Registrations will not resolve within the DNS.

(iii) A second level Defensive Registration will prevent a Personal Name Registration that uses the same string at the second level.

Thus, for example, a second level Defensive Registration for *example.name* will prevent a third party from registering *<any string>.example.name* or *<any string>@example.name*.

However, a second level Defensive Registration will not prevent a Personal Name Registration that uses the same string at the third level.

Thus, for example, a second level Defensive Registration for *example.name* will not prevent a third party from registering *example.<any string>.name* or *example@<any string>.name* or *example.name*.

(iv) A third level Defensive Registration will prevent a Personal Name Registration that uses the same string at the third level.

Thus, for example, a third level Defensive Registration for *example.<any string>.name* will prevent a third party from registering *example.<any string>.name* or *example@<any string>.name* or *example.name*.

However, a third level Defensive Registration will not prevent a Personal Name Registration that uses the same string at the second level.

Thus, for example, a third level Defensive Registration for *example.<any string>.name* will not prevent a third party from registering *<any string>.example.name* or *<any string>@example.name*.

(v) A combined second and third level Defensive Registration is the most limited type of Defensive Registration in that it will only prevent Personal Name Registrations with the identical combined strings.

Thus, for example, a combined second and third level Defensive Registration for *example1.example2.name* will prevent a third party from registering only *example1.example2.name* or *example1@example2.name*.

It will not prevent a third party from registering any of the following:

(1) *example1.<any string other than example2>.name* or *example1@<any string other than example2>.name*;

(2) *<any string other than example1>.example2.name* or *<any string other than example1>@example2.name*; or

(3) *example2.example1.name* or *example2@example1.name*; or

(4) *example1.name*; or

(5) *example2.name*

(vi) Defensive Registrations prevent only Personal Name Registrations that consist of the identical string at the corresponding level. Personal Name Registrations that only partially match a Defensive Registration will not be prevented.

Thus, for example a second level Defensive Registration for *example.<any string>.name* will not prevent a third party from registering *examplestring.<any string>.name* as a Personal Name Registration.

(vii) Any registrar that seeks on behalf of its customer to register a Personal Name Registration that is the subject of a Defensive Registration will receive an electronic notice that the domain name and SLD E-mail address are blocked by a Defensive Registration. This notice will also provide contact information for the Defensive Registrant(s). If the person or entity wishes to pursue the Personal Name Registration despite the Defensive Registration, the person or entity will have the following options:

(1) seek consent directly from the Defensive Registrant(s), or

(2) challenge the Defensive Registration pursuant to the ERDRP.

(g) Voluntary Cancellation or Consent by Defensive Registration Holder.

(i) A Defensive Registration may be cancelled by the Defensive Registrant through the sponsoring registrar at any time. Registry Operator will not refund registration fees in the event of such a cancellation. In the case of multiple or overlapping Defensive Registrations, cancellation by one Defensive Registrant shall not affect the other Defensive Registrations.

(ii) The Defensive Registrant may consent to the registration of a domain name that conflicts with such Defensive Registration, as follows:

(1) Upon receiving a request for consent from a person or entity seeking to register a Personal Name Registration that is the subject of the Defensive Registration, the Defensive Registrant must grant or refuse such consent, in writing, within five (5) calendar days.

(2) If a Defensive Registrant fails to either grant or refuse consent as described in this Subsection within five (5) calendar days of receipt of the request, the Defensive Registrant shall be deemed to have denied consent to the Personal Name Registration.

(3) Such consent must be transmitted to both the person or entity seeking the Personal Name Registration and to the ICANN-Accredited Registrar that sponsors the Defensive Registration.

(4) The ICANN-Accredited Registrar shall notify Registry Operator of such consent within three (3) days of receipt, using the appropriate protocol as developed by Registry Operator.

(5) The Defensive Registrant may not accept any monetary or other remuneration for such consent.

(6) If a Defensive Registrant consents or, in the case of multiple or overlapping Defensive Registrations, all the Defensive Registrants consent, to a Personal Name Registration in accordance with this Subsection, then (i) the person or entity seeking the Personal Name Registration will receive the requested Personal Name Registration, (ii) such consent shall not constitute a successful challenge; (iii) such Defensive Registrant(s) shall not receive a "strike" against the Defensive Registration(s) for the purposes of Subsection 2(h)(v)(5) below, and (iv) the Defensive Registration(s) will continue in full force and effect.

(iii) If there are multiple registrants holding identical or overlapping Defensive Registrations that conflict with a proposed Personal Name Registration, then the consent process shall proceed as follows:

(1) All such Defensive Registrants must consent to the Personal Name Registration before it may be registered.

(2) If all such Defensive Registrants consent, then the provisions of 2(g)(ii)(6) shall apply.

(3) If fewer than all of the Defensive Registrants consent, then all of the Defensive Registrants (consenting and non-consenting) will be subject to consolidated ERDRP proceeding if a proceeding is initiated and each must pay the full amount of any required challenge fee into escrow.

(4) If the ERDRP proceeding is resolved in favor of the challenger, then all of the Defensive Registrants (A) shall be liable to pay a pro rata share of the challenge fee, which will be deducted from the Defensive Registrants' challenge fee paid into escrow, (B) shall receive one "strike" against their Defensive Registrations for the purposes of Subsection 2(h)(v)(5) below, (C) the remedies described in Subsections 2(h)(v) and 2(h)(vi) shall apply.

(5) If the ERDRP proceeding is resolved in favor of the Defensive Registrant(s), then the provisions of Subsection 2(h)(vii) shall apply.

(h) Challenges to Defensive Registrations.

(i) A Defensive Registration may be challenged by any person or entity pursuant to the ERDRP.

(ii) If a challenger seeks to register a Personal Name that conflicts with a Defensive Registration(s) that is held by more than one registrant, the challenger must name all such Defensive Registrations and Registrant(s) as parties to the ERDRP proceeding. In the event that a challenger decides to seek consent from one Defensive Registrant, the challenger must seek consent from all of the affected Defensive Registrant(s).

(iii) Upon the commencement of an ERDRP challenge to a Defensive Registration(s), all Defensive Registrant(s) and the challenger shall pay required challenge fees into escrow, in accordance with the procedures described in the ERDRP and any supplemental rules established by a dispute resolution provider.

(iv) If any Defensive Registrant does not submit its challenge fee into escrow as required under the ERDRP, then the ICANN-Accredited Registrar sponsoring such Defensive Registration shall cancel that Defensive Registrant's Defensive Registration. Such cancellation shall not affect other Defensive Registrants that have identical or overlapping Defensive Registrations and have paid the required challenge fee into escrow.

(v) For all successful challenges to Defensive Registrations:

(1) The Defensive Registrant shall receive no refund of the challenge fees paid into escrow for the challenge.

(2) The challenger shall receive a refund of the challenge fees paid into escrow for the challenge.

(3) The Registry Operator will not refund any registration fees for the Defensive Registration in the event of cancellation.

(4) If the challenger meets the Eligibility Requirements, then he, she, or it may request a Personal Name Registration that conflicts with or otherwise would have been blocked by the Defensive Registration.

(5) If the challenge was to a second or third level Defensive Registration, the Defensive Registration will receive one "strike" and the Defensive Registration will otherwise continue in full force and effect, subject to Subsection 2(h)(vi) below, provided that if the Defensive Registrant of either a second level Defensive Registration or third level Defensive Registration receives three "strikes" against the same Defensive Registration, then the dispute resolution provider shall instruct the ICANN-Accredited Registrar to cancel the Defensive Registration(s).

(6) If the challenge was to a combined second and third level Defensive Registration, and the challenger meets the Eligibility Requirements, then the dispute resolution provider shall instruct the ICANN-Accredited Registrar sponsoring such Defensive Registration to cancel the Defensive Registration.

(vi) In the event of a successful challenge to a particular Phase I Defensive Registration on the basis that the Defensive Registrant did not meet the

requirements described in Subsection 2(b) above, then (A) the Phase I Defensive Registration will be cancelled, and (B) other Phase I Defensive Registrations in the name of the Defensive Registrant shall be reviewed for compliance with the Eligibility Requirements according to Paragraph 5(f)(iii) of the ERDRP.

(vii) If a challenge is unsuccessful, then:

(1) the Defensive Registration(s) will continue in full force and effect;

(2) the challenger will not be permitted to obtain the Personal Name Registration that was blocked by the Defensive Registration or receive a refund of the challenge fees paid into escrow; and

(3) the Defensive Registrant will receive a refund of the challenge fees it paid into escrow.

(i) Role of Registry Operator. Challenges to Defensive Registrations will not be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular Defensive Registration is registered or used in compliance with the requirements set forth in this Appendix.

(j) Role of ICANN-Accredited Registrar. The ICANN-Accredited Registrar sponsoring a Defensive Registration shall be responsible for (i) causing all Defensive Registrants to agree to the terms of the ERDRP and the UDRP, and (ii) implementing remedies under the ERDRP and UDRP according to the terms of those policies. That registrar shall be the primary contact for all disputes relating to such Defensive Registration and shall be responsible for communicating any instructions from a dispute resolution provider to Registry Operator.

4. Reservation

Registry Operator reserves the right to transfer or cancel any Registered Name or SLD e-mail (a) for violations of the Registry Agreement and its Appendices, (b) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name or SLD e-mail registration, or (c) avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees. ICANN-Accredited Registrars registering names in the .name TLD agree to comply with ICANN standards, policies, procedures, and practices limiting the domain names that may be registered, and the applicable statutes and regulations limiting the domain names that may be registered.

5. Disclaimer

The provisions of this Registry Agreement shall not create any liability on the part of Registry Operator to any person or entity other than ICANN in connection with any dispute concerning any Registered Name, SLD E-mail Address, or Defensive Registration, including the decision of any dispute resolution proceeding related to any of the foregoing.