

.NAME Agreement 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:

```
<nameserver 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>  
</nameserver>
```

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. iana-id: 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>
  <iana-id>545</iana-id>
  <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:

```
<emailfwd fqdn="example@example.name">
  <id>11</id>
  <status>ACTIVE</status>
  <owned-by>42</owned-by>
  <authinfo>66gdgdj1221</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>
</emailfwd>
```

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>
    <iana-id >545</iana-id>
    <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>
```

11. DNSSEC-Related Data

At such time that Registry Operator implements DNSSEC and collects DS records, Registry Operator shall escrow such DS records.

Title: DS Report

Report name: ds_domain_report_name

Description: This report contains delegation signer (DS) records associated with domains sponsored by all registrars. Each DS record is listed once.

Fields:

Domain Name (domainname)
Domain ROID (roid)
Key Tag (keytag)
Algorithm (algorithm)
Digest Type (digesttype)
Digest (digest)

DS records will be escrowed in DS RR Presentation Format as defined in section 5.3 of RFC 4034.

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- YYYYMMDD," where "SEQN" is a four digit decimal number that is incremented as each report is prepared, "YYYY" represents the year, "MM" the month, and "DD" the day of the date to which the file relates.
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 1.2.6 or above, with a key of DSA Elgamal type and 2048/1024-byte length.

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous secure file transfer protocol, 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.
3. If there are multiple files, they will be concatenated in sequence.
4. (a) Escrow Agent will run a program (a portion of which is to be supplied by Registry Operator, the "Script") 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 1.2.6 or above, with a key of DSA Elgamal type and 2048/1024-byte length.

(b) Escrow Agent and Registry Operator agree that Registry Operator shall provide the Script to Escrow Agent with all necessary rights to use the Script for the sole purpose of performing Escrow Agent's obligations under this Data Escrow Specification, but that Registry Operator retains title to and all other rights in the Script. Escrow Agent and Registry Operator further agree that Registry Operator shall make updates as required to maintain the functionality of the Script and that Escrow Agent may also make updates to the Script as needed to integrate the Script into Escrow Agent's software environment. Any updates made to the Script by the Escrow Agent shall remain the property of the Escrow Agent.

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.

.NAME Agreement Appendix 3 Zone File Access Agreement (_____)

1. Parties

The User named in this Agreement hereby contracts with VeriSign Information Services, Inc. ("Verisign") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Verisign 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 Verisign, Verisign 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 Verisign'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 Verisign (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 .NAME 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

Verisign grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Verisign 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 without the express prior written consent of Verisign 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 any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Verisign or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. Verisign reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.
- (b) Copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.
- (c) Comply with all applicable laws and regulations governing the use of the Data.
- (d) Not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of Registry Operator, except that you may redistribute the Data insofar as it has been incorporated by you into a

value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

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

5. Fee

You agree to remit in advance to Verisign a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. Verisign 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

Verisign 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, Verisign 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." Verisign 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 Verisign 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 the Commonwealth of Virginia, USA. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the state or federal courts in Fairfax County and the Eastern District of the Commonwealth of Virginia, USA.. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located Virginia, USA (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Verisign at 12061 Bluemont Way, Reston, Virginia 20190, Attention: Customer Affairs Office. Verisign 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 Verisign 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 Verisign 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.

Verisign Information Services, Inc.

User:

By:
(sign)

By:
(sign)

Name:
(print)

Name:
(print)

Title:

Title:

Date:

Date:

ASSIGNED USERID AND PASSWORD

(To be assigned by Verisign upon execution of this Agreement):

USERID:

PASSWORD:

.NAME Agreement Appendix 4

Registry Operator's Monthly Reports

(_____)

Registry Operator shall provide monthly reports as described below. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN may request in the future that the reports be delivered by other means. 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.

(A) Monthly Report. File shall be in Portable Document Format (PDF). Report shall contain the following information.

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

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

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

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

6. 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.

(B) Per-Registrar Activity Report for Second-Level and Traditional Third-Level Transactions. File shall be named "name-transactions-YYYYMM.csv", where "YYYYMM" is the year and month being reported. Registry Operator shall provide this report monthly. This report shall be in comma separated-value format as specified in RFC 4180, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name as registered with IANA
02	iana-id	http://www.iana.org/assignments/registrar-ids

03	total-domains	total domains under sponsorship
04	total-nameservers	total name servers registered
05	net-adds-1-yr	number of domains successfully registered with an initial term of one year (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (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	number of domains successfully registered with an initial term of four years (and not deleted within the add grace period)
09	net-adds-5-yr	number of domains successfully registered with an initial term of five years (and not deleted within the add grace period)
10	net-adds-6-yr	number of domains successfully registered with an initial term of six years (and not deleted within the add grace period)
11	net-adds-7-yr	number of domains successfully registered with an initial term of seven years (and not deleted within the add grace period)
12	net-adds-8-yr	number of domains successfully registered with an initial term of eight years (and not deleted within the add grace period)
13	net-adds-9-yr	number of domains successfully registered with an initial term of nine years (and not deleted within the add grace period)
14	net-adds-10-yr	number of domains successfully registered with an initial term of ten years (and not deleted within the add grace period)
15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed either automatically or by command 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 either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	number of domains successfully renewed either automatically or by command with a new renewal period of four years (and not deleted within the renew grace period)
19	net-renews-5-yr	number of domains successfully renewed either automatically or by command with a new renewal period of five years (and not deleted within the renew grace period)
20	net-renews-6-yr	number of domains successfully renewed either automatically or by command with a new renewal period of six years (and not deleted within the renew grace period)
21	net-renews-7-yr	number of domains successfully renewed either automatically or by command with a new renewal period of seven years (and not deleted within the renew grace period)
22	net-renews-8-yr	number of domains successfully renewed either automatically or

		by command with a new renewal period of eight years (and not deleted within the renew grace period)
23	net-renews-9-yr	number of domains successfully renewed either automatically or by command with a new renewal period of nine years (and not deleted within the renew grace period)
24	net-renews-10-yr	number of domains successfully renewed either automatically or by command with a new renewal period of ten years (and not deleted within the renew grace period)
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar - either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	Number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domains restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	Number of attempted (successful and failed) domain name create commands

The first line shall include the field names exactly as they appear in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars. The first field of this line shall read “Totals” while the second field shall be left empty in that line. Registry Operator shall include field #39 “attempted-adds” in each report within eighteen (18) months of the Effective Date of the Agreement. No other lines besides the ones described above shall be included. Line breaks shall be “CRLF” (<U+000D, U+000A>) as described in RFC 4180.

(C) Per-Registrar Activity Report for Bulk Third-level Transactions. File shall be named “name-bulk-transactions-YYYYMM.csv”; where “YYYYMM” is the year and month being reported . Registry Operator shall provide this report only for those months during which bulk third-level transactions were processed. This report shall be in comma separated-value format, as specified in RFC 4180 using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name as registered with IANA
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	number of domains successfully registered with an initial term of one year (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (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	number of domains successfully registered with an initial term of four years (and not deleted within the add grace period)
09	net-adds-5-yr	number of domains successfully registered with an initial term of five years (and not deleted within the add grace period)
10	net-adds-6-yr	number of domains successfully registered with an initial term of six years (and not deleted within the add grace period)
11	net-adds-7-yr	number of domains successfully registered with an initial term of seven years (and not deleted within the add grace period)
12	net-adds-8-yr	number of domains successfully registered with an initial term of eight years (and not deleted within the add grace period)
13	net-adds-9-yr	number of domains successfully registered with an initial term of nine years (and not deleted within the add grace period)
14	net-adds-10-yr	number of domains successfully registered with an initial term of ten years (and not deleted within the add grace period)
15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)

16	net-renews-2-yr	number of domains successfully renewed either automatically or by command 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 either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	number of domains successfully renewed either automatically or by command with a new renewal period of four years (and not deleted within the renew grace period)
19	net-renews-5-yr	number of domains successfully renewed either automatically or by command with a new renewal period of five years (and not deleted within the renew grace period)
20	net-renews-6-yr	number of domains successfully renewed either automatically or by command with a new renewal period of six years (and not deleted within the renew grace period)
21	net-renews-7-yr	number of domains successfully renewed either automatically or by command with a new renewal period of seven years (and not deleted within the renew grace period)
22	net-renews-8-yr	number of domains successfully renewed either automatically or by command with a new renewal period of eight years (and not deleted within the renew grace period)
23	net-renews-9-yr	number of domains successfully renewed either automatically or by command with a new renewal period of nine years (and not deleted within the renew grace period)
24	net-renews-10-yr	number of domains successfully renewed either automatically or by command with a new renewal period of ten years (and not deleted within the renew grace period)
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar - either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd - either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	Number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period

33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domains restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	Number of attempted (successful and failed) domain name create commands

The first line shall include the field names exactly as they appear in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars. The first field of this line shall read “Totals” while the second field shall be left empty in that line. Registry Operator shall include field #39 “attempted-adds” in each report within eighteen (18) months of the Effective Date of the Agreement. No other lines besides the ones described above shall be included. Line breaks shall be “CRLF” (<U+000D, U+000A>) as described in RFC 4180.

(D) Registry Functions Activity Report. Within eighteen (18) months of the Effective Date of the Agreement, Registry Operator shall provide a Registry Functions Activity Report. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of

		the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period
12	srs-dom-check	number of SRS (EPP and any other interface) domain name "check" requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name "create" requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name "delete" requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name "info" requests responded during the reporting period
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name "renew" requests responded during the reporting period
17	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP "restore" requests responded during the reporting period
18	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP "restore" requests delivering a restore report responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name "transfer" requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name "transfer" requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name "transfer" requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name "transfer" requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name "transfer" requests to request transfers responded during the reporting period

		reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name "update" requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	number of SRS (EPP and any other interface) host "check" requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host "create" requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host "delete" requests responded during the reporting period
28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period
30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact "delete" requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact "info" requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact "transfer" requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact "transfer" requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact "transfer" requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact "transfer" requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact "transfer" requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact "update" requests responded during the reporting period

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

.NAME Agreement Appendix 5

Whois Specifications

(_____)

Overview

The Public 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. Registry Operator will offer public IPv6 for its Whois within eighteen (18) months of the Effective Date.

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.

Registry Operator commits to participating in and supporting the work in the IETF to produce a Domain Name Registration Data Access Protocol [SAC 051]. Registry Operator shall implement the standard no later than 135 days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); 2) its implementation is commercially reasonable in the context of the overall operation of the registry; and 3) the required implementation deadline is at least eighteen (18) months from the Effective Date.

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 the web-based 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. 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 or Standard Whois queries may be made through either access method with the same output formats, described below. Detailed and 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, and/or an optional modifier, in the query. (If no keyword or modifier is 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 for Port 43 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
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
- 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 ID		X	X	X	X
	Domain Name		X	X	X	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	X	X

Domain Name Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	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
	Tech ID		Tech ID	X	X	X
	Tech Organization	O			X	X
	Tech Name				X	X
	Tech Address				X	X
	Tech City				X	X
	Tech State/Province	O			X	X
	Tech Country				X	X
	Tech Postal Code	O			X	X
	Tech Phone Number				X	X
	Tech Fax Number	O			X	X
	Tech Email				X	X
	Billing ID		Billing ID	X	X	X
	Billing Organization	O			X	X
	Billing Name				X	X
	Billing Address				X	X
	Billing City				X	X
	Billing State/Province	O			X	X
	Billing Country				X	X
	Billing Postal Code	O			X	X
	Billing Phone Number				X	X
	Billing Fax Number	O			X	X
	Billing Email				X	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

SLD Email Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	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
	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
	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
M	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
	Admin ID			X	X	X
M	Admin Organization	O		X	X	X
	Admin Name			X	X	X

Registrar Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	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 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

Defensive Registration Record						
Section	Field name	Flags	Summary	Standard	Detailed	Extensive
	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:

Through web pages only.Select: Domain

Enter Query String =JOHN.SMITH.name

-or-

= SMITH.name

(a) 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:

Through web pages only

Select: Blocked

Enter Query String = 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
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:

Through web pages only

Select: Blocked

Enter Query String = SAMPLE.MARK

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:

Through web pages only

Select: Contact

Enter Query String = 124CONTACT-NAME

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:

Through web pages only

Select: Nameserver

Enter Query String = NS.SMITH.NAME

-or-

= 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:

Response identical to record returned for Standard Whois.

4. Extensive Whois

Domain Name Record:

Input:

Through web pages only.

Select: Domain

Enter Query String = JOHN.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: 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.

Select: Emailforwarding

Enter Query String = JOHN@SMITH.name

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.

.NAME Agreement 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 shared at the second-level and maintained by the Registry Operator. Two-character names shall be released by the Registry Operator for third-level registrations and SLD email addresses only. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

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

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD. 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 Registry Operator in the event of reassignment

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.

- 1. verisign.name
- 2. verisigninc.name

If the corporate identity of Registry Operator 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.

.NAME Agreement Appendix 7

Functional 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;
- Additional Services; and
- Implementation of New Standards.

2. Definitions

- 2.1 "DNS" means the Internet domain name system.
- 2.2 "EPP" means the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.
- 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 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. 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 Registry Operator 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 5730, 5731, 5732, 5733, 5734, 5910 and 3915 published by the Internet Engineering Task Force ("IETF") and/or any successor standards, versions, modifications or additions thereto as Registry Operator deems reasonably necessary. If Registry Operator requires the use of functionality outside of EPP RFCs, Registry Operator must document EPP extensions using Internet-Draft format following the guidelines described in RFC 3735. Registry Operator is not required to submit documented EPP extensions to the IETF but to consider the recommendations on standardization described in section 2.1. of RFC 3735. Registry Operator will provide and update the relevant

documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

- 3.2 In addition to the standard EPP mappings, the Registry Operator has additional mappings for NameWatch, Defensive Registrations and Email Forwarding.
- 3.3 Registry Operator shall take action to remove orphan glue records (as defined at <http://www.icann.org/en/committees/security/sac048.pdf>) when provided with evidence in written form that such records are present in connection with malicious conduct.

4. Supported initial and renewal registration periods

- 4.1 Initial registrations of Registered Items (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 Items (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 Item 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 Item 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 Items 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 Item 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 Item
- Extension of an existing Registered Item
- Auto-Renew of an existing Registered Item

- Transfer of an existing Registered Item
- Deletion of an existing Registered Item.

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 five grace periods provided by Registry Operator's Shared Registration System: Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, Transfer Grace Period, and Redemption 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 Item
- Deletion of an existing Registered Item
- Restore of a Registered Name in the Redemption Grace Period.

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 Item. 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:

- Delete.* If a Registered Item 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 Item is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8 for a description of overlapping grace period exceptions.
- Renew/Extend.* If a Registered Item 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 Item 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*: 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 Item and is enforced by the SRS.
- (d) *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 Items 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 Item 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 Item 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. A Registered Name immediately goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend*. A Registered Item 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 Item 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 Item is extended by one year and the years added as a result of the Extend remain on the Registered Item up to a maximum of ten 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 Item 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 Item 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 immediately goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend*. A Registered Item 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 Item 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 Item 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 Item 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 Item 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 immediately goes into the Redemption Grace Period. A Defensive Registration or a NameWatch Registration is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.8 for a description of overlapping grace period exceptions.
- (b) *Renew/Extend*. If a Registered Item 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 Item 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 Item is transferred within the *Transfer Grace Period*, there is no credit. The expiration date of the Registered Item 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 Bulk Transfer Grace Period

There is no grace period associated with Bulk Transfer operations. Upon completion of the Bulk Transfer, any associated fee is not refundable.

5.7 Redemption Grace Period

A Registered Item is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a Registered Name that is not within the Add Grace Period. A Registered Item that is in REDEMPTIONPERIOD status will not be included in the zone file. A registrar cannot modify or purge a Registered Name in REDEMPTIONPERIOD status. The only action a registrar can take on a Registered Item in REDEMPTIONPERIOD is to request that it be restored. Any other registrar requests to modify or otherwise update the Registered Name will be rejected. Unless restored, the Registered Item will be held in REDEMPTIONPERIOD status for a specified number of calendar days. The current length of this Redemption Period is 30 calendar days.

5.8 Overlapping Grace Periods

5.8.1 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 Item 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 Item is removed from the Registry database and is immediately available for registration by any Registrar.
- If a Registered Item 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 Item's expiration as a result of the auto-renewal and extension are removed.

5.8.2 Overlap Exception

- If a Registered Item 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 Item 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 Item 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.

5.9 Pending Periods

5.9.1 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 Item in which the current registrar of the Registered Item (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 Item, the EPP TRANSFER request may be denied for 60 days.

5.9.2 Pending Delete Period

A Registered Name is placed in PENDING DELETE status if it

has not been restored during the Redemption Grace Period. A Registered Item that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a Registered Item in PENDING DELETE status will be rejected. A Registered Item 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, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966 published by the Internet Engineering Task Force ("IETF") and/or any successor standards, versions, modifications or additions thereto.

Within eighteen (18) months of the Effective Date, Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and the parties agree that best practices described in RFC 4641 and its successors are recommended but not mandatory. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in the "DPS-framework" (currently in draft format, see <http://tools.ietf.org/html/draft-ietf-dnsop-dnssec-dps-framework>) within 180 days after the "DPS-framework" becomes an RFC.

Within eighteen (18) months of the Effective Date, Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472.

For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry Operator is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or

derives revenue from such maintenance but this provision shall not apply to the provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an ICANN-Accredited Registrar.

If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 3492, 5890, 5891, 5892, 5893, 5894 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

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.

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 Section 8 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, and which is indicated by a change in the digit to right of the decimal point in the version number of the Licensed Product.

- An "Upgrade" means a new release of the Licensed Product, which involves the addition of substantial or substantially enhanced functionality, and which is indicated by a change in the digit to left of the decimal point in the version number of the Licensed Product.
- 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. Additional Services

9.1 Bulk Transfer After Partial Portfolio Acquisition (BTAPPA)

Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) is a registry service available to consenting registrars in the circumstance where one ICANN-accredited registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations portfolio in the dot-NAME top-level domain.

At least fifteen days before completing a BTAPPA, the losing registrar must provide to all second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations registrants involved in the bulk transfer, written notice of the bulk change of sponsorship. The notice must include an explanation of how the Whois record will change after the bulk transfer occurs, and customer support and technical contact information of the gaining registrar.

If a second and/or third-level domain names, email forwarding addresses and/or Defensive Registration is transferred under the BTAPPA service during any applicable grace period as described in Section 5 above, there is no credit. The expiration dates of transferred registrations are not affected.

Second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations in the following statuses at the time of the Transfer Request will not be transferred in a BTAPPA: "pending transfer", "redemption grace period (RGP)", or "pending delete". Second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations that are within the auto-renew grace window are subject to bulk transfer, but Registry Operator may decline to provide a credit for those second and/or third-level domain names, email forwarding addresses and/or Defensive Registrations deleted after the bulk transfer, but prior to the expiration of the auto-renew grace window.

Registry Operator has discretion to reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Registry Operator or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.

10. Implementation of New Standards

Registry Operator and ICANN agree to engage in good faith negotiations at regular intervals (at least once every eighteen months following the Effective Date) regarding possible implementation of new RFCs related to the matters addressed in Appendices 1 (Escrow Specifications), 5 (Whois) and 7 (Technical and Functional Specifications).

11. Miscellaneous

- 11.1 This Appendix is not intended to replace any term or condition in the Registry Agreement.
- 11.2 The Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details

.NAME Agreement 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, Registry Operator 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")

.NAME Agreement Appendix 10

Registry Performance Specifications

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1. Performance Specifications

The Performance Specifications, defined below, shall apply solely to registered domain names and shall be implemented within eighteen (18) months of the Effective Date. The Performance Specifications will provide a means to measure Registry Operator's delivery of Registry Services. Until such time as the Performance Specifications defined below are implemented, Registry Operator shall continue to meet the availability and performance requirements set forth in Appendix 7 and Appendix 10 of the .NAME Registry Agreement as in effect immediately prior to the Effective Date.

- 1.1 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.
- 1.2 Definitions Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.
- 1.3 "DNS Service" shall mean the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.
- 1.4 "EPP" shall mean the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.
- 1.5 "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.
- 1.6 "IP address" shall mean IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.
- 1.7 "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.
- 1.8 "Probes" shall mean network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.
- 1.9 "Round-Trip-Time" or "RTT" means the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the

sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.10 "SLR" or "Service Level Requirement" means the level of service expected for a certain parameter being measured in a SLA

1.11 "Whois Service" shall mean the information service made available via the Web-based Whois Service and on TCP port 43 on selected servers.

2. Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
Whois	Whois availability	≤ 864 min of downtime (≈ 98%)
	Whois query RTT	≤ 2000 ms, for at least 95% of the queries
	Whois update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

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

3. Service Levels (Availability and Performance)

3.1 DNS Service.

3.1.1 DNS Service Availability. DNS Service Availability refers to the ability of the group of listed-as-authoritative name servers of a particular registered domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated

name servers registered in the DNS must have successful results from “DNS tests” to each of their public-DNS registered “IP addresses” to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable

- 3.1.2 DNS name server availability. Refers to the ability of a public-DNS registered “IP address” of a particular name server listed as authoritative for a registered domain name, to answer DNS queries from an Internet user. All the public DNS-registered “IP address” of all name servers of the registered domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from “DNS tests” to a name server “IP address” during a given time, the name server “IP address” will be considered unavailable.
- 3.1.3 UDP DNS resolution RTT. Refers to the RTT of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined.
- 3.1.4 TCP DNS resolution RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the RTT is 5 times greater than the time specified in the relevant SLR, the RTT will be considered undefined.
- 3.1.5 DNS resolution RTT. Refers to either “UDP DNS resolution RTT” or “TCP DNS resolution RTT”.
- 3.1.6 DNS update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a registered domain name, until the name servers of the parent domain name answer “DNS queries” with data consistent with the change made. This only applies for changes to DNS information.
- 3.1.7 DNS test. Means one non-recursive DNS query sent to a particular “IP address” (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be

considered unanswered. A query with a “DNS resolution RTT” 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the “DNS resolution RTT” or, undefined/unanswered.

- 3.1.8 Measuring DNS parameters. Every minute, every DNS probe will make an UDP or TCP “DNS test” to each of the public-DNS registered “IP addresses” of the name servers of the registered domain name being monitored. If a “DNS test” result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.
- 3.1.9 Collating the results from DNS probes. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.
- 3.1.10 Distribution of UDP and TCP queries. DNS probes will send UDP or TCP “DNS test” approximating the distribution of these queries.
- 3.1.11 Placement of DNS probes. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

3.2 Whois Service.

- 3.2.1 Whois Service Availability. Whois Service Availability refers to the ability of all the Whois services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the Whois testing probes see any of the Whois services as unavailable during a given time, the Whois Service will be considered unavailable.
- 3.2.2 WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.
- 3.2.3 Web-based-WHOIS query RTT. Refers to the RTT of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one

HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.

3.2.4 Whois query RTT. Refers to the collective of “WHOIS query RTT” and “Web-based-WHOIS query RTT”.

3.2.5 Whois update time. Refers to the time measured from the reception of an EPP confirmation to a transform command on a registered domain name, host or contact, up until the servers of the Whois services reflect the changes made.

3.2.6 Whois test. Means one query sent to a particular “IP address” of one of the servers of one of the Whois services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an RTT 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an Whois test are: a number in milliseconds corresponding to the RTT or undefined/unanswered.

3.2.7 Measuring Whois parameters. Every 5 minutes, Whois probes will select one IP address from all the public-DNS registered “IP addresses” of the servers for each Whois service of the TLD being monitored and make an “Whois test” to each one. If an “Whois test” result is undefined/unanswered, the corresponding Whois service will be considered as unavailable from that probe until it is time to make a new test.

3.2.8 Collating the results from Whois probes. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.2.9 Placement of Whois probes. Probes for measuring Whois parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

3.3 EPP Service.

3.3.1 EPP Service Availability. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the

servers. The response shall include appropriate data from the Registry System. An EPP command with “EPP command RTT” 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

- 3.3.2 EPP session-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the RTT is 5 times or more the corresponding SLR, the RTT will be considered undefined.
- 3.3.3 EPP query-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the RTT is 5-times or more the corresponding SLR, the RTT will be considered undefined.
- 3.3.4 EPP transform-command RTT. Refers to the RTT of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the RTT is 5 times or more the corresponding SLR, the RTT will be considered undefined.
- 3.3.5 EPP command RTT. Refers to “EPP session-command RTT”, “EPP query-command RTT” or “EPP transform-command RTT”.
- 3.3.6 EPP test. Means one EPP command sent to a particular “IP address” for one of the EPP servers. Query and transform commands, with the exception of “create”, shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the “EPP command RTT” or undefined/unanswered.

- 3.3.7 Measuring EPP parameters. Every 5 minutes, EPP probes will select one “IP address“ of the EPP servers of the TLD being monitored and make an “EPP test”; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an “EPP test” result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.
- 3.3.8 Collating the results from EPP probes. The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.
- 3.3.9 Placement of EPP probes. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

4. Emergency Escalation

- 4.1 Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.
- 4.2 Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

5. Covenants of Performance Measurement

- 5.1 No interference. Registry Operator shall not interfere with measurement Probes, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would do with any other request from Internet users (for DNS and Whois) or registrars (for EPP).
- 5.2 ICANN testing registrar. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the SLRs described above. Registry Operator agrees to not provide any differentiated

treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

6. Responsibilities Of The Parties

6.1 Registry Operator shall not be liable to ICANN or ICANN-Accredited Registrars for any credits or penalties or be deemed to be in breach of any of its obligations under the Registry Agreement if it fails to meet a Performance Specification as a result of its compliance with any Consensus Policy established after the Effective Date to the extent and for so long as the failure to meet a Performance Specification is unavoidable by commercially reasonable efforts due to Registry Operator's compliance with such Consensus Policy.

7. Miscellaneous

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

.NAME 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: Defensive Registrations in the .name TLD will be registered as Standard or Premium, in the following formats:

1. Premium Defensive Registration: string
2. Standard Defensive Registration: string.string,

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

(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 10.

(e) 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, a name by which the person is commonly known, a number by which a person is identified or any other personal identifiers. A "name by which a person

is commonly known" includes, without limitation, a nickname, a pseudonym used by an author or painter, or a stage name used by a singer or actor. A "number by which a person is identified" includes, without limitation, a telephone number, a mobile phone number or any other number which individuals use to identify themselves. "Any other personal identifiers" includes, without limitation, a handle used by individuals when communicating via a mobile telephone, or a screen name used by individuals when communicating via instant message or any other identifiers which individuals use to identify themselves."

(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, within 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 jsmith3rd.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 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) Defensive Registrations Eligibility Requirements. Defensive Registrations may be requested by any entity for any string or combination of strings.

(b) Common Defensive Registration Eligibility Requirements.

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

(1) Premium Defensive Registrations -- in the form of *<string>*;

(2) Standard Defensive Registrations -- in the form of *<string>.<string>*.

(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 Premium Defensive Registration will not be granted for *smith*. Similarly, if the SLD E-mail address *jane@smith.name* has already been registered, then a Premium Defensive registration may not issue for *jane*.

Similarly, if the domain name *jane.smith.name* has already been registered, then a Standard Defensive Registration will not be granted for *jane.smith*.

(c) 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 Subsection 2(f) of this Appendix.

(d) Effect of a Defensive Registration.

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

(ii) A Premium Defensive Registration will prevent a Personal Name Registration that uses the same string at the second level and the third level.

Thus, for example, a Premium Defensive Registration for "trademark" will prevent a third party from registering the following, where <*> designates any combination of characters:

- (1) the second level domain name: trademark.name
- (2) any third level domain name of the format: <*>.trademark.name
- (3) any third level domain name of the format: trademark.<*>.name
- (4) any SLD Email of the format: <*>@trademark.name
- (5) any SLD Email of the format: trademark@<*>.name

(iii) A Standard 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 Standard Defensive Registration for "sample.mark" will prevent a third party from registering only:

- (1) the third level domain name: sample.mark.name; or
- (2) the SLD Email: sample@mark.name.

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

- (1) *sample.<any string other than mark>.name or sample@<any string other than mark>.name;*
- (2) *<any string other than sample>.mark.name or <any string other than sample>@mark.name; or*
- (3) *mark.sample.name or mark@sample.name; or*
- (4) mark.name; or
- (5) sample.name

(iv) 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 Premium Defensive Registration for *example* will not prevent a third party from registering *examplestring.<any string>.name* as a Personal Name Registration.

(v) 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.

(e) 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(f)(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(e)(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(f)(v)(5) below, (C) the remedies described in Subsections 2(f)(v) and 2(f)(vi) shall apply.

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

(f) 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 Premium 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(f)(vi) below, provided that if the Defensive Registrant of the Premium 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 Standard 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) 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.

(g) 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.

(h) 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.