

AMENDMENT NO. 3 TO REGISTRY AGREEMENT

This **AMENDMENT NO. 3 TO THE .NAME REGISTRY AGREEMENT** (“**Amendment 3**”) is dated as of _____ (the “**Amendment 3 Effective Date**”) and is entered into by and between the INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a California nonprofit public benefit corporation (“**ICANN**”), and VERISIGN, INC., a Delaware corporation (“**Verisign**”), and amends the parties’ executed .name Registry Agreement effective as of December 1, 2012, as amended by Amendment No. 1 dated November 2, 2016, and Amendment No. 2 dated August 8, 2018 (collectively the “**.name Agreement**”). Capitalized terms used herein shall have the meanings assigned to them in the .name Agreement.

WHEREAS, the parties desire to extend the term of the .name Agreement; and

WHEREAS, the parties desire to make certain changes to the .name Agreement as described herein;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements in this Amendment 3, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Amendment to .name Agreement**. Effective as of the Amendment 3 Effective Date, Section 4.1 of the .name Agreement is deleted and replaced in its entirety with the following new Section 4.1:

“Section 4.1 **Term**. The term of this Agreement shall expire on August 15, 2024 (the “**Expiration Date**”), as extended by any renewal terms.”

2. **Future Amendments**. The parties shall cooperate and negotiate in good faith to agree upon an amendment to the .name Agreement by the first anniversary of the Amendment 3 Effective Date to incorporate the following provisions set forth in the Third Amendment to the .com Registry Agreement, dated March 27, 2020 (“**.com Third Amendment**”) or the “**Base Registry Agreement**” (defined as the registry agreement set forth at <https://www.icann.org/resources/pages/registries/registries-agreements-en>, as may be amended from time to time), as set forth below and as such provisions may be revised only as necessary or appropriate to (i) conform the terminology in the .com Third Amendment or the Base Registry Agreement, as specified below, to the terminology of the .name Agreement (ii) adjust the applicable timing references contained therein, and (iii) take into account any unique circumstances related to the TLD.

- (a) Sections 1, 2 and 3 of the .com Third Amendment and Appendices 1A (Data Escrow Specification) and 2A (Escrow Agreement) attached thereto, regarding data escrow;
- (b) Sections 4 and 5 of the .com Third Amendment and Appendix 3A (Zone File Access) attached thereto, regarding bulk zone file access and the zone file access agreement;
- (c) Specification 3 (Format and Content for Registry Operator Monthly Reporting) of the Base Registry Agreement, regarding registry operator’s monthly reporting;

- (d) Sections 8 and 9 of the .com Third Amendment and Appendix 5A (Registration Data Publication Services Specification) attached thereto, regarding registration data publication services;
- (e) Appendix 5B (Registration Data Access Protocol Service Specification) attached to the .com Third Amendment (effective on the same date as Appendix 5B to the .com Third Amendment, and as it may be revised or modified pursuant to Section 10 of the .com Third Amendment), and other applicable provisions that are amended pursuant to Section 10 of the .com Third Amendment;
- (f) Section 11 of the .com Third Amendment and Appendix 8A (.com Registry-Registrar Agreement) attached thereto, regarding an updated form of the registry-registrar agreement;
- (g) Sections 13 and 14 of the .com Third Amendment and Appendix 11 (Public Interest Commitments) attached thereto, regarding public interest commitments; and
- (h) Section 15 of the .com Third Amendment, clarifying that the restrictions on ownership of a registrar apply solely to the .name TLD.

3. **Agreement; No Other Amendment; Reaffirmation.** Except as amended by this Amendment 3, the .name Agreement shall remain in full force and effect according to its terms and shall be read and construed as if the terms of this Amendment 3 were included therein. The parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the .name Agreement as amended by this Amendment 3, and that all references in such document to the .name Agreement shall mean and include the .name Agreement as amended hereby.

4. **Incorporation By Reference.** This Amendment 3 incorporates by reference the provisions set forth in Section 8.6 (Amendments and Waivers), Section 8.7 (No Third Party Beneficiaries), Section 8.8 (Notices, Designations and Specifications), Section 8.9 (Language), Section 8.11 (Counterparts) and Section 8.12 (Entire Agreement), as if fully set forth herein.

IN WITNESS WHEREOF, ICANN and Verisign have caused this Amendment 3 to be executed and delivered by their duly authorized officers as of the Amendment 3 Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Theresa Swinehart
Senior Vice President, Global Domains and Strategy

VERISIGN, INC.

By: _____

Todd B. Strubbe
President and Chief Operating Officer