

## **FIRST AMENDMENT TO THE .NET REGISTRY AGREEMENT**

This **FIRST AMENDMENT TO THE .NET REGISTRY AGREEMENT** (“**Amendment 1**”) is dated as of \_\_\_\_\_ (the “**Amendment 1 Effective Date**”) and is entered into by and between the **INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**, a California non-profit public benefit corporation (“**ICANN**”) and **VERISIGN, INC.**, a Delaware corporation (“**Verisign**”), and amends the Parties’ .net Registry Agreement effective as of July 1, 2023 (the “**Agreement**”). Capitalized terms used herein shall have the meanings assigned to them in the Agreement. ICANN and Verisign may be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Verisign and ICANN desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements in this Amendment 1, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 7.6.1 of Appendix 7 (Functional and Performance Specifications) of the Agreement shall be deleted and replaced with the following:

“Abuse Contact. Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email address or webform and mailing address as well as a primary contact for handling reports related to malicious conduct in the TLD, including DNS Abuse, as defined in Appendix 11, Section (c) (Public Interest Commitments), and will provide ICANN with prompt notice of any changes to such contact details. Upon receipt of such reports, Registry Operator shall provide the reporter with confirmation that it has received the report.”

2. The first sentence of Appendix 11 (Public Interest Commitments) shall be deleted and replaced with the following:

“Registry Operator agrees to perform the following public interest commitments.”

3. Section b of Appendix 11 (Public Interest Commitments) of the Agreement shall be deleted and replaced with the following:

“b. Registry Operator will periodically, but no less frequently than on a monthly basis, conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate DNS Abuse. Registry Operator will maintain statistical reports on identified DNS Abuse and the actions taken as a result of the periodic technical analysis. Registry Operator will maintain these reports for the current Term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.”

4. The following new Section c shall be added to Appendix 11 (Public Interest Commitments) of the Agreement:

“c. **DNS Abuse Mitigation.** Where Registry Operator reasonably determines, based on actionable evidence, that a registered domain name in the TLD is being used for DNS Abuse, Registry Operator must promptly take the appropriate mitigation action(s) that are reasonably necessary to contribute to stopping, or otherwise disrupting, the domain name from being used for DNS Abuse. Such action(s) shall, at a minimum, include: (i) the referral of the domains being used for the DNS Abuse, along with relevant evidence, to the sponsoring registrar; or (ii) the taking of direct action, by Registry Operator, where Registry Operator deems appropriate. Action(s) may vary depending on the circumstances of each case, taking into account the severity of the harm from the DNS Abuse and the possibility of associated collateral damage. For the purposes of this Agreement, “DNS Abuse” is defined as malware, botnets, phishing, pharming, and spam (when spam serves as a delivery mechanism for the other forms of DNS Abuse listed in this definition) as those terms are defined in Section 2.1 of SAC115 (March 19, 2021) <<https://www.icann.org/en/system/files/files/sac-115-en.pdf>>.”

5. The following new Section d shall be added to Appendix 11 (Public Interest Commitments) of the Agreement:

“d. **Incident Reporting.** Registry Operator will give ICANN notice within seventy-two (72) hours of Registry Operator’s discovery of any cyber incident, physical intrusion or infrastructure damages concerning the registry system for the TLD that significantly jeopardizes, or is reasonably likely to significantly jeopardize, the integrity, confidentiality or availability of the registry system such as significant: accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to registrar account information, registration data, DNSSEC cryptographic private keys, or other information assets critical to the operation of the registry system. The notice required pursuant to this Section shall include, to the extent known by the Registry Operator after a reasonable investigation, a detailed description of the cyber incident, physical intrusion or infrastructure damages including how it occurred, the registry system impacted, the likely impacts to registrars or registrants, if any, the number of registrars, domain names, and registrants affected, and the actions taken by Registry Operator in response to the cyber incident, physical intrusion or infrastructure damages. If such information is not available initially, Registry Operator shall provide such information when it becomes available without undue delay. ICANN shall not disclose the notice given pursuant to this Section in any manner, absent prior written consent from Registry Operator, or except as required by law or necessary to preserve the security, stability and resiliency of the Internet, in which case disclosure by ICANN shall be limited to the relevant authority or authorities.”

6. Agreement; No Other Amendment; Reaffirmation. Except as amended by this Amendment 1, the 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 1 were

included therein. The Parties acknowledge and agree that each shall be bound and obligated to perform all of its respective obligations under the Agreement as amended by this Amendment 1, and that all references in such document to the Agreement shall mean and include the Agreement as amended hereby.

7. Incorporation by Reference. This Amendment 1 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 8.10 (Counterparts) and Section 8.11 (Entire Agreement), as if fully set forth herein.

*[signature page follows]*

**IN WITNESS WHEREOF**, ICANN and Verisign have caused this Amendment 1 to be executed and delivered by their duly authorized officers as of the Amendment 1 Effective Date.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: \_\_\_\_\_

Kurt Erik Lindqvist  
President and Chief Executive Officer

Date:

VERISIGN, INC.

By: \_\_\_\_\_

D. James Bidzos  
Executive Chairman, President and Chief Executive Officer  
Date: