

# **.NET Registry Agreement Appendix 1**

## **Data Escrow Specification**

(date to be inserted)

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This Appendix 1 to the .net Registry Agreement consists of four of the five exhibits to the Data Escrow Agreement that constitutes Appendix 2 to the TLD 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**

Weekly and daily deposits will include records/transactions generated just before 00:00:00 (EST/EDT) of the next day they relate, e.g., report related to Sunday will include all transactions generated just before 00:00:00 of the following Monday. Date fields will be date-time data expressed in Eastern Standard Time / Eastern Daylight Time using the Gregorian calendar, e.g. "2010-03-29T18.04.32" until a future time, to be mutually agreed by the Parties, when the date fields will include a time zone indicator specifically corresponding to the Eastern Standard Time / Eastern Daylight Time, as appropriate, e.g. "2010-03-29T18.04.32-04:00" Data fields in the specified reports will be colon delimited until a future time, to be mutually agreed by the parties, when the delimiter will be changed to a tilde "~" or other agreed delimiter. Further, the Registrar Whois Report from the Weekly Deposit Materials will be provided in XML.

#### **Weekly Escrow Deposits:**

VNDS will deposit a complete set of Data into escrow on a weekly basis by electronically and securely transmitting a snapshot of each operational Registrar's data (the "Deposit Materials"). The snapshot captures the state of each Registrar's data at the time the snapshot was created. Specific data elements contained in the Deposit Materials are identified in Table 1 of Exhibit B.

#### **Daily Escrow Deposits:**

VNDS will securely and electronically deposit a transaction log for each operational Registrar representing transactions that occurred over the previous 24-hour period (the "Additional Deposit"). The logs will be escrowed daily, being in the form of Additional Deposit each Tuesday through Sunday, and being in the form of the Weekly Deposit Materials each Monday, which shall capture that Sunday's data. The Daily Additional Deposit will act as incremental updates to the Weekly Deposit Materials and will include all Registrar activity, such as add,

delete, and transfer of a domain name. Specific data elements contained in the Additional Deposit are identified in Table 2 of Exhibit B.

### **Electronic Delivery Service Escrow Deposit Method:**

The transmitted data will be made available to Data Escrow Provider as follows:

#### **Daily Deposits:**

Daily transactional data will be made available no later than 18:00 (EDT/EST) each Tuesday through Sunday for the previous calendar day. For example, transactional data related to Monday would be available to the escrow company on Tuesday no later than 18:00 (EDT/EST). The results of transactions completed on Sunday will be made available in the Weekly Deposit Materials, thus no separate Daily Additional Deposit will be made for Sunday activity.

#### **Weekly Deposits:**

Weekly database snapshots taken at midnight on Sundays will be available not later than 18:00 (EDT/EST) each Monday.

## **EXHIBIT B ESCROW DEPOSIT FORMAT SPECIFICATION**

Each Weekly and Daily Deposit consists of a series of reports that are concatenated in the escrow process.

### **Table 1: Weekly Deposit Materials Format**

#### Weekly Reports

##### 1. Registrar Domain Report - com

Title: Registrar Domain Report - com

Report name: rgr\_domain\_com

Description: This report contains data for domains sponsored by all registrars. Status Information will use Status Values from RFC 5731, Section 2.3. Since a domain may have more than one status, each domain will have separate lines for each domain/nameserver/status combination.

#### Fields:

Domain Name (domainname)

Server names for all nameservers (servername)

IANA Registrar ID (registrarid)

Updated Date (updatedate)

Creation Date (createdate)

Expiration Date (expirationdate)

Status Information (statusname)  
Domain ROID (roid)

## 2. Registrar Nameserver Report

Title: Registrar Nameserver Report

Report name: rgr\_nameserver

Description: This report contains data for all nameservers sponsored by all registrars. The nameserver is listed once with all associated information. Since a nameserver may have more than one IP address, each nameserver will have separate lines for each nameserver/IP address/status combination. Status Information will use Status Values from RFC 5732, Section 2.3.

Fields:

Server Name (servername)  
IP Address (ipaddress)  
IANA Registrar ID (registrarid)  
Updated Date (updatedate)  
Creation Date (createdate)  
Expiration Date (expirationdate)  
Status Information (statusname)  
Nameserver ROID (nsroid)

## 3. Registrar Whois Report

Title: Registrar Whois Report

Report name: registrar\_whois

Description: This report contains data for registrars sponsoring registered domains and nameservers and will consist of one record for each registrar. Fields:

IANA Registrar ID (REGISTRARID)  
Registrar Name (REGISTRARNAME)  
Address 1 (ADDRESSLINE1)  
Address 2 (ADDRESSLINE2)  
Address 3 (ADDRESSLINE3)  
City (CITY)  
State / Province (STATEPROVINCE)  
Postal Code (POSTALCODE)  
Country (COUNTRYCODE)  
Telephone Number (PHONENUMBER)  
Fax Number (FAXNUMBER)  
E-Mail Address (EMAIL)  
Whois Server (WHOISSERVER)  
Web URL (URL)  
Updated Date (UPDATEDATE)

Administrative Contact First Name(ADMINFNAME)  
Administrative Contact Last Name (ADMINLNAME)  
Administrative Contact Telephone Number (ADMINPHONE)  
Administrative Contact E-Mail (ADMINEMAIL)  
Billing Contact First Name (BILLINGFNAME)  
Billing Contact Last Name (BILLINGLNAME)  
Billing Contact Telephone Number (BILLINGPHONE)  
Billing Contact E-Mail (BILLINGEMAIL)  
Technical Contact First Name (TECHFNAME)  
Technical Contact Last Name (TECHLNAME)  
Technical Contact Telephone Number (TECHPHONE)  
Technical Contact E-Mail (TECHEMAIL)

#### 4. Domain Name Registrant Data

If VNDS requires registrars to provide it with registrant domain name registration data, VNDS shall escrow such registrant domain name registration data that is collected from registrars.

#### 5. DNSSEC-Related Data

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

Title: DS Report

Report name: ds\_domain\_report\_com

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.

#### 6. Registry Services Data

VNDS shall escrow data collected from registrars as part of offering Registry Services introduced after the Effective Date of its Registry Agreement with ICANN, if any.

#### **Table 2: Daily Additional Deposit Format**

## Registrar Daily Additional Deposits

### 1. Registrar Transaction Report

Title: Registrar Transaction Report

Report name: rgr\_transaction

Description: This report contains transactions associated with a specific registrar. Domain operations produce one row for each associated nameserver. Nameserver operations produce one row for each associated ipaddress. If multiple DS records are associated with a transaction, those records will be comma separated and included on a single line with that transaction. A transactionid is included to allow unique identification of transactions. Operations of type "MOD" (e.g., MOD\_DOMAIN, MOD\_NAMESERVER, etc.) will include all the associated objects even if they were not affected by the transaction, i.e., a MOD\_DOMAIN operation will include a row for each nameserver even for those that were not modified. The content of columns 3 and 4 is dependent on the operation in the following ways:

operation ∈ (ADD\_DOMAIN, MOD\_DOMAIN, DEL\_DOMAIN) =>

[domainname][servername]

operation ∈ (ADD\_NAMESERVER, MOD\_NAMESERVER, DEL\_NAMESERVER) =>

[ipaddress][servername]

operation ∈ (TRANSFER\_DOMAIN) => [domainname][null]

operation ∈ (ADD\_DS, MOD\_DS, DEL\_DS) => [domainname][dsdata]

Only the seven (7) operation types above are included in the report.

The dsdata column will have the following fields in DS RR Presentation Format as defined in section 5.3 of RFC 4033 with pipe delimiter for -

<KeyTag>|<Algorithm>|<DigestType>|<Digest>

Fields:

transactionid

operationname

domainname | ipaddress

servername | null

transactiondate

roid

dsdata | null

## **EXHIBIT C**

### **Escrow Transfer Process**

#### **Effective: To Be Mutually Agreed Between VNDS and Data Escrow Provider**

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: "com-SEQN-YYYYMMDD", where "SEQN" is a four digit decimal number that is incremented as each report is prepared and "YYYY" represents the year, "MM" the month, and "DD" the day of the date to which the file relates.

3. Next, the Deposit files will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.

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 GPG or PGP and signed using Registry Operator's private key for GPG or PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that GPG or PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's SFTP server within the specified time window.

Significant changes to the escrow transfer process require extensive integration between the parties. To ensure the registry data is always protected via the escrow process, Registry Operator will continue to run the legacy escrow transfer process and the new escrow transfer process in parallel until such time as all parties agree to retire the legacy escrow transfer process. The legacy escrow process will escrow all data listed in Exhibit B.

## **EXHIBIT D**

### **Escrow Verification Procedures**

#### **Effective: To Be Mutually Agreed Between VNDS and Data Escrow Provider**

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 GPG or PGP and authenticated using Registry Operator's public key for GPG or PGP. (In this step, GPG or PGP will also automatically decompress the escrow file).

3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit files (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 GPG or PGP and signed using Escrow Agent's private key for GPG or PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that GPG or PGP compresses the Deposit file(s) in addition to encrypting it (them). Escrow Agent will send the encrypted and signed report to ICANN by email.

5. The decrypted Deposit files 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, Sponsor and ICANN shall exchange keys by the same procedure.

# **.NET Registry Agreement Appendix 2**

## **Escrow Agreement**

(date to be inserted)

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This Escrow Agreement ("Agreement") is made as of this 30 day of June, 2009, by and between VeriSign, Inc. ("Registry Operator"), Iron Mountain Intellectual Property Management, Inc. ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN").

**Preliminary Statement.** Registry Operator intends to deliver the "Deposit Materials" and any "Additional Deposit" to Escrow Agent as defined and provided for herein. Registry Operator desires Escrow Agent to hold the Deposit Materials and, upon certain events described herein, deliver the Deposit Materials (or a copy thereof) to ICANN in accordance with the terms hereof.

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

Now, therefore, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Delivery by Registry Operator.** Registry Operator shall be solely responsible for delivering to Escrow Agent the Deposit Materials, as defined and described in the "Data Escrow Specification," attached as Appendix 1 to the .com Registry Agreement between Registry Operator and ICANN (the "Registry Agreement") and incorporated herein by reference ("Appendix 1"). Registry Operator may elect to deliver the Deposit Materials in accordance with Exhibit C to Appendix 1 or in a manner mutually agreed upon by Escrow Agent and Registry Operator. Upon receipt of the Deposit Materials, Escrow Agent shall immediately process the Deposit Materials in accordance with Exhibit D of Appendix 1 and generate a file listing, which Escrow Agent shall, within ten (10) business days of the end of each calendar month, forward to Registry Operator, via email or United States mail. Within two (2) business days after receiving them, Escrow Agent shall verify that any Deposit Materials are in the proper format and appear to be complete by performing the verification procedures specified in Exhibit D of Appendix 1. Escrow Agent and Registry Operator agree that Escrow Agent will verify the Deposit Materials using a program that may be provided by ICANN ("Scripts"). Escrow Agent shall deliver, on the last business day of each month, a written certification to ICANN that it has performed the verification procedures described in Exhibit D on all Deposit Materials received during the last month and shall deliver to ICANN a copy of the verification reports generated by those procedures. If Escrow Agent discovers that any Deposit Materials fail the verification procedures, Escrow Agent shall notify ICANN and Registry Operator of such nonconformity within forty-eight (48) hours. Escrow Agent shall then hold the Deposit Materials in accordance with the terms and conditions hereof.

**2. Duplication; Periodic Updates**

(a) Escrow Agent may duplicate the Deposit Materials by any means in order to comply with the terms and provisions of this Agreement. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly duplicate the Deposit Materials and forward the same to Escrow Agent.

(b) Registry Operator shall deposit with Escrow Agent the "Additional Deposit," as defined and described in the attached Exhibit A of Appendix 1. Within two (2) business days after receiving them, Escrow Agent shall verify that any Additional Deposits are in the proper format and appear to be complete by performing the verification procedures specified in Exhibit D of Appendix 1. Escrow Agent shall deliver, on the last business day of each month, a written certification to ICANN that it has performed those verification procedures on all Additional Deposits received during the last month and shall deliver to ICANN a copy of the verification reports generated by those procedures. If Escrow Agent discovers that any Additional Deposits fail the verification procedures, Escrow Agent shall notify ICANN and Registry Operator of such nonconformity within forty-eight (48) hours.

**3. Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of the Deposit Materials or any Additional Deposit, as the case may be, Registry Operator shall deliver to Escrow Agent a written statement, via email, specifically identifying all items deposited and stating that the Deposit Materials and/or any Additional Deposit have been inspected by Registry Operator and are complete and accurate. Escrow Agent shall, within two (2) business days of receipt of any Deposit Materials or Additional Deposit, send notification to Registry Operator and ICANN, via email, that it has received from Registry Operator such Deposit Materials and/or any such Additional Deposit. In addition, Escrow Agent shall also include a copy of the processing report as confirmation that it has completed processing the deposit.

#### **4. Delivery by Escrow Agent**

**4.1 Delivery by Escrow Agent to ICANN.** Escrow Agent shall deliver the Deposit Materials and any Additional Deposits received since the last submission of Deposit Material ("Outstanding Additional Deposits"), or a complete copy thereof, to ICANN only in the event that:

(a) Registry Operator notifies Escrow Agent to effect such delivery to ICANN at a specific address, the notification being accompanied by a check payable to Escrow Agent in the amount of one hundred dollars (\$100.00); or

(b) Escrow Agent receives from ICANN:

(i) Written notification that the Registry Agreement between Registry Operator and ICANN dated March 1, 2006 ("Registry Agreement") has been finally, validly and legally terminated under Section 6 of the Registry Agreement and no injunction or similar order has been obtained from an arbitrator or court prohibiting ICANN from securing the data in this escrow ("Registry Termination");

(ii) a written statement that ICANN has previously notified Registry Operator of such Registry Termination in writing;

(iii) a written demand that the Deposit Materials and Outstanding Additional Deposits be released and delivered to ICANN;

(iv) a written undertaking from ICANN that the Deposit Materials and Outstanding Additional Deposits being supplied to ICANN will be used only as permitted under the terms of the Registry Agreement;

(v) specific instructions from ICANN for this delivery; and

(vi) a check from Registry Operator, or from ICANN (who will then be reimbursed by Registry Operator), payable to Escrow Agent in the amount of one hundred dollars (\$100.00); or

(c) Release occurs according to Paragraph 8(b) below.

**4.2 Delivery at Registry Operator's Request.** If the provisions of 4.1(a) are satisfied, Escrow Agent shall, within five (5) business days after receipt of the notification and check specified in Paragraph 4.1(a), deliver the Deposit Materials and Outstanding Additional Deposits in accordance with the applicable instructions.

**4.3 Delivery at ICANN's Request.** If the provisions of Paragraphs 4.1(b) or 4.1(c) are satisfied, Escrow Agent within five (5) business days after receipt of all the documents specified in these paragraphs, shall deliver the following: (i) to Registry Operator, a photostatic copy of all such documents; (ii) to ICANN, as specifically instructed by ICANN, electronic copies of the Deposit Materials and electronic copies of the Outstanding Additional Deposits; provided, however, that if the delivery is commenced by reason of Paragraph 4.1 (c), Registry Operator may make the payment owing to Escrow Agent during the five (5) business day period referenced above, and Escrow Agent shall not thereafter deliver to ICANN the materials specified in subpart (ii), above. Following receipt of the notice to Registry Operator under subpart (i) of the preceding sentence, Registry Operator shall have thirty (30) days from the date on which Registry Operator receives such documents ("Objection Period") to notify Escrow Agent of its objection ("Objection Notice") to the release of the Deposit Materials to ICANN and request that the issue of entitlement to a copy of the Deposit Materials be submitted to arbitration in accordance with the following provisions:

(a) The sending of an Objection Notice shall not delay delivery of Deposit Materials and Outstanding Additional Deposits to ICANN.

(b) If Registry Operator shall send an Objection Notice to Escrow Agent during the Objection Period, the matter shall be submitted to and settled by arbitration by a panel of three (3) arbitrators chosen by the American Arbitration Association in accordance with the rules of the American Arbitration Association. The arbitrators shall apply the law of California exclusive of its conflicts of laws rules. At least one (1) arbitrator shall be reasonably familiar with the Internet industry. The decision of the arbitrators shall be binding and conclusive on all parties involved,

and judgment upon their decision may be entered in a court of competent jurisdiction. All costs of the arbitration incurred by Escrow Agent, including reasonable attorneys' fees and costs, shall be paid by the party which does not prevail in the arbitration; provided, however, if the arbitration is settled prior to a decision by the arbitrators, the parties involved in the arbitration shall each pay an equal percentage of all such costs.

(c) Notwithstanding Paragraph 4.3(b), the parties agree that any arbitration brought pursuant to Paragraph 4.3 shall not re-evaluate, reconsider, or otherwise subject to review any issues, causes of action, or other claims which were decided, in an arbitration or court decision involving the parties hereto concerning the Registry Agreement and/or the Cooperative Agreement, and that any decision regarding such issues or claims in an arbitration brought pursuant to Paragraph 4.3 would be invalid, unenforceable, and not binding. The propriety, validity, legality, or effectiveness of any terminations or actions under the Registry Agreement and/or Cooperative Agreement shall be determined solely through procedures and remedies provided for by those respective agreements, not through any arbitration brought pursuant to Paragraph 4.3. Any arbitration proceeding brought pursuant to Paragraph 4.3 shall be limited to a determination of whether Paragraphs 4.1(b) and (c) have been satisfied.

(d) Registry Operator may, at any time prior to the commencement of arbitration proceedings, notify Escrow Agent that Registry Operator has withdrawn the Objection Notice. Upon receipt of any such notice from Registry Operator, Escrow Agent shall promptly deliver Deposit Materials and Outstanding Additional Deposits to ICANN in accordance with the instructions provided by ICANN.

(e) If the release of materials to ICANN pursuant to Paragraph 4.3 is judged to be proper in any arbitration brought in accordance with Paragraph 4.3, Escrow Agent shall promptly deliver to ICANN, in accordance with the instructions specified in Paragraph 4.1(b)(v) above, any Deposit Materials and Outstanding Additional Deposits that have not previously been delivered. All parties agree that Escrow Agent shall not be required to deliver such Deposit Materials and Outstanding Additional Deposits until all such fees then due to Escrow Agent have been paid.

(f) If the release of the Deposit Materials and Outstanding Additional Deposits to ICANN pursuant to Paragraph 4.3 is judged to have been improper in any arbitration brought in accordance with Paragraph 4.3, ICANN shall promptly return or destroy, at Registry Operator's discretion, those Deposit Materials and Outstanding Additional Deposits that were received by ICANN pursuant to Paragraph 4.3.

**4.4 Delivery by Escrow Agent to Registry Operator.** Escrow Agent shall release and deliver the Deposit Materials and any Additional Deposit to Registry Operator upon termination of this Agreement in accordance with Paragraph 7(a) or 7(b) hereof.

## **5. Indemnity.**

**(a) General Indemnity.** Subject to the limitation imposed under Section 11(a), Registry Operator and ICANN shall jointly and severally indemnify and hold harmless Escrow Agent and each of its directors, officers, agents and employees ("Escrow Agent Indemnitees") absolutely

and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitee in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitee hereunder, except for any claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, or any other expenses arising in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees or contractors. Subject to the limitation imposed under Section 11(a), Escrow Agent shall likewise indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, and employees ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees and contractors.

## **6. Disputes and Interpleader.**

(a) Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action other than a matter submitted to arbitration after Escrow Agent's receipt of an Objection Notice under Paragraph 4 and the parties under this Agreement submit the matter to such arbitration as described in Paragraph 4 of this Agreement. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne 50% by each of Registry Operator and ICANN.

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

## **7. Term and Renewal.**

(a) The initial term of this Agreement shall be two (2) years, commencing on the date hereof (the "Initial Term"). This Agreement shall be automatically extended for an additional term of one year ("Additional Term") at the end of the Initial Term and at the end of each Additional Term hereunder. Escrow Agent acting alone or Registry Operator, with the concurrence of ICANN, may terminate this Agreement at any time upon giving the other parties ninety (90) days notice.

(b) In the event Registry Operator gives notice of its intent to terminate pursuant to Paragraph 7(a), and ICANN fails to concur according to Paragraph 7(a), ICANN shall be responsible for payment of all subsequent fees in accordance with Exhibit E and shall have the right to seek reimbursement of such fees from Registry Operator and to terminate this Agreement at any time upon giving the other parties ninety (90) days notice.

(c) In the event of termination of this Agreement in accordance with Paragraph 7(a) or 7(b) hereof, Registry Operator shall pay all fees due Escrow Agent and shall promptly notify ICANN that this Agreement has been terminated and that Escrow Agent shall return to Registry Operator all copies of the Deposit Materials and any Additional Deposit then in its possession.

**8. Fees.** Registry Operator shall pay to Escrow Agent the applicable fees in accordance with Exhibit E as compensation for Escrow Agent's services under this Agreement. The first year's fees are due upon receipt of the signed contract or Deposit Materials, whichever comes first, and shall be paid in U.S. Dollars.

**(a) Invoice Payment.** After acceptance, Registry Operator shall pay valid and properly submitted invoices within thirty (30) days of the date of such invoice; provided, however, that Registry Operator shall not be obligated to pay any amounts disputed in good faith. Registry Operator shall notify Escrow Agent in writing in the event Registry Operator in good faith disputes the invoice or any portion thereof setting forth the reasons of such dispute, and the parties agree to negotiate in good faith a resolution to such disputed invoice; provided, however, that if the parties cannot reasonably agree on the disputed charges, the parties shall escalate such dispute to the appropriate director/vice president level to resolve such dispute. Payments to Escrow Agent shall be sent to the remittance address set forth on Escrow Agent's invoice.

**(b) Nonpayment.** In the event of non-payment of any fees or charges invoiced by Escrow Agent, Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to Registry Operator and, in such an event, Registry Operator shall have the right to pay the unpaid fee within ten (10) business days after receipt of notice from Escrow Agent. If Registry Operator fails to pay in full all fees due during such ten (10) day period, Escrow Agent shall give notice of non-payment of any fee due and payable hereunder to ICANN and, in such event, ICANN shall have the right to pay the unpaid fee within ten (10) business days of receipt of such notice from Escrow Agent. Upon payment of the unpaid fee by either Registry Operator or ICANN, as the case may be, this Agreement shall continue in full force and effect until the end of the applicable term. Upon a failure to pay the unpaid fee under this Paragraph 8(b) by either Registry Operator or ICANN, or by Registry Operator under 4.3, the Escrow Agent shall proceed as set forth in Paragraph 4.3 as though ICANN had requested delivery of the Deposit Materials.

**(c) Invoice Submission Address.** During the term of this Agreement, Escrow Agent agrees to submit detailed and timely invoices, not more frequently than once a month, and not later than ninety (90) days after the work performed under such invoice has been completed, to Registry Operator at the address set forth below as described herein. All invoices issued hereunder shall reference the Purchase Order number assigned to the work performed under this Agreement and the Exhibits hereto. Escrow Agent shall not submit any invoices to Registry Operator that do not reference the applicable Purchase Order number provided that Registry Operator shall be responsible for timely providing Escrow Agent such applicable Purchase Order number. Escrow Agent shall submit original invoices solely to Registry Operator's Accounts Payable department at the mailing or electronic mailing address as set forth below:

Invoice Submission Address:

VeriSign, Inc.  
487 E. Middlefield Road  
Mountain View , CA 94043  
Attn: Accounts Payable

Or Invoices may be submitted electronically to:  
[accountspayable@verisign.net](mailto:accountspayable@verisign.net)

**9. Ownership of Deposit Materials.** The parties recognize and acknowledge that ownership of the Deposit Materials during the effective term of this Agreement shall remain with Registry Operator at all times.

#### **10. Retention and Confidentiality.**

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

**(b) Confidentiality.** Escrow Agent shall at all times protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit Materials (or any copies of any Deposit Materials). Should Escrow Agent be put on notice that it is required to disclose any Deposit Materials by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 4 or 8(b) of this Agreement), Escrow Agent shall notify ICANN and Registry Operator within seven (7) days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

#### **11. Miscellaneous.**

##### **(a) Remedies; Limitation of Liability.**

(i) Except for liability arising from (i) death or bodily injury; or (ii) gross negligence, or willful misconduct, in any dispute between Registry Operator and/or ICANN on the one hand and Escrow Agent on the other hand, all liability of Escrow Agent, Registry Operator and/or ICANN related to this Agreement, if any, whether arising in contract, tort (including negligence) or otherwise, shall be limited to an amount equal to the then annual fees paid to Escrow Agent under this Agreement.

(ii) As between Registry Operator and ICANN the liability limitations of the Registry Agreement also apply.

(iii) In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive or consequential damages, lost profits, any costs or expenses for the procurement of substitute services (excluding substitute escrow services), or any other indirect

damages, whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties.

(iv) Each party expressly reserves all rights in law or equity to enforce the provisions of this Agreement, subject only to the limitations set forth in this Section 11(a).

**(b) Permitted Reliance and Abstention.** Escrow Agent may rely and shall be fully protected in acting or refraining from acting upon any notice or other document believed by Escrow Agent in good faith to be genuine and to have been signed or presented by the proper person or entity. Escrow Agent shall have no duties or responsibilities except those expressly set forth herein.

**(c) Independent Contractor.** Escrow Agent is an independent contractor and is not an employee or agent of either Registry Operator or ICANN.

**(d) Amendments.** This Agreement shall not be modified or amended except by another agreement in writing executed by each of the parties hereto.

**(e) Assignment.** Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry Operator or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Registry Agreement. However, Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Registry Operator or ICANN unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties. Escrow Agent may not assign or transfer this Agreement without the prior written consent of both Registry Operator and ICANN, which consent shall not be unreasonably delayed or withheld.

**(f) Entire Agreement.** This Agreement, including all exhibits hereto, supersedes all prior discussions, understandings and agreements between Escrow Agent and the other parties with respect to the matters contained herein, and constitutes the entire agreement between Escrow Agent and the other parties with respect to the matters contemplated herein. All exhibits attached to Appendix 1 of the Registry Agreement, specifically, Exhibits A through D are by this reference made a part of this Agreement and are incorporated herein.

**(g) Counterparts; Governing Law.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of California, without regard to its conflicts of law principles. Except as specifically provided for herein, all of the parties additionally consent to the personal jurisdiction of California, acknowledge that venue is proper in any state and Federal court in California, agree to any action related to this Agreement properly brought in one of these courts, and waive any objection it has or may have in the future with respect to any of the foregoing.

**(h) Notices.** All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand or by

commercial overnight delivery service which provides for evidence of receipt, or mailed by certified mail, return receipt requested, postage prepaid. If delivered personally or by commercial overnight delivery service, the date on which the notice, request, instruction or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

**(i) Survival.** Paragraphs 5, 6, 8, 9, 10 and 11 shall survive any termination of this Agreement.

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

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Iron Mountain Intellectual Property Management, Inc.

By:  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

VeriSign, Inc.  
By:  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Internet Corporation for Assigned Names and Numbers

By:

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

See Appendix 1 to the Registry Agreement for Exhibits A through D to this Agreement.

**.NET Registry Agreement Appendix 3**  
**Zone File Access Agreement**  
(date to be inserted)

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**1. PARTIES**

The User named in this Agreement hereby contracts with VeriSign, Inc. ("VNDS") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by VNDS 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 VNDS, VNDS 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 which will be used to access VNDS'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 VNDS (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 .NET TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

### **4. GRANT OF ACCESS**

VNDS grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by VNDS 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 VNDS 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 VNDS or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. VNDS 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 VNDS, 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 VNDS a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. VNDS 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**

VNDS 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, VNDS 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." VNDS 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 VNDS 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 VNDS 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 only in the state or federal courts in Fairfax County and the Eastern District of the Commonwealth of in Virginia, USA. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and states 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 VNDS at 21345 Ridgetop Circle, Dulles, VA 20169, Attention: Customer Service. VNDS 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 VNDS 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 VNDS 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, Inc.

User:

By: **(sign)**

By: **(sign)**

Name: **(print)**

Name: **(print)**

Title:

Title:

Date:

Date:

## **ASSIGNED USERID AND PASSWORD**

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

USERID:

PASSWORD:

# **.NET Registry Agreement Appendix 4**

## **Monthly Operators Reports**

(date to be inserted)

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Registry Operator shall provide the following information for .NET in ~~its~~ two 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. Service Level Agreement Performance.** Compare Service Level Agreement requirements with actual performance measures for the reporting month.

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

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

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

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

**7. Daily Transaction Range.** Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.

**(B) Per-Registrar Activity Report.** File shall be named “net-transactions-YYYYMM.csv”; where “YYYYMM” is the year and month being reported. 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
02	iana-id	<a href="http://www.iana.org/assignments/registrar-ids">http://www.iana.org/assignments/registrar-ids</a>
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (and not deleted within the add grace period)
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "

21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar - either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-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	domain names 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

<u>39</u>	<u>attempted-adds</u>	<u>number of attempted (successful and failed) domain name create commands</u>
-----------	-----------------------	--

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. No other lines besides the ones described above shall be included. Line breaks shall be “CRLF” as described in RFC 4180.

# **.NET Registry Agreement Appendix 5**

## **Whois Specifications**

(date to be inserted)

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### **Public Whois Specification**

Registry Operator's Whois service is the authoritative Whois service for all second-level Internet domain names registered in the.NET top-level domain and for all hosts registered using these names. This service is available to anyone. It is available via port 43 access and via links at the Registry Operator's web site. It is updated daily.

To use Registry Whois via port 43 enter the applicable parameter on the command line as illustrated below:

For a domain name: whois "domain verisign.net"

For a registrar name: whois "registrar Go Daddy Software, Inc."

For a nameserver: whois "DNS3.REGISTER.NET" or whois "nameserver 216.21.234.72"

By default, Whois performs a very broad search, looking in all record types for matches to your query in these fields: domain name, nameserver name, nameserver IP address, and registrar names. Use keywords to narrow the search (for example, 'domain root'). Specify only part of the search string to perform a "partial" search on domain. Every domain starting with the string will be found. A trailing dot (or dots) after your text or the partial keyword indicates a partial search. For example, entering 'mack.' will find "Mack", "Mackall", "Mackay", and so on.

To use Registry Whois using the web interface:

Go to [www.verisign-grs.net/whois](http://www.verisign-grs.net/whois)

Click on the appropriate button ("domain," "registrar" or "nameserver")

Enter the applicable parameter:

Domain name including the TLD (e.g., verisign-grs.net)

Full name of the registrar including punctuation, "Inc.", etc. (e.g., America Online, Inc.)

Full host name or the IP address (e.g., ns1.crsnic.net or 198.41.3.39)

Click on the "submit" button.

For all registered second-level domain names in .NET, information as illustrated in the following example is displayed in a thin format, where the entry parameter is the domain name (including the TLD):

Domain Name: VERISIGN-GRS.NET  
Registrar: NETWORK SOLUTIONS, LLC.  
Whois Server: whois.networksolutions.com  
Referral URL: http://www.networksolutions.com  
Name Server: NS1.CRSNIC.NET  
Name Server: NS2.NSIREGISTRY.NET  
Name Server: NS3.VERISIGN-GRS.NET  
Name Server: NS4.VERISIGN-GRS.NET  
Status: REGISTRAR-LOCK  
Updated Date: 20-oct-2004  
Creation Date: 08-sep-2000  
Expiration Date: 08-sep-2008

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

For all ICANN-accredited registrars who are authorized to register .net second-level domain names through Registry Operator, information as illustrated in the following example is displayed, where the entry parameter is the full name of the registrar (including punctuation, "Inc.", etc.):

Registrar Name: SAMPLE REGISTRAR, INC. DBA SAMPLE NAMES  
Address: 1234 Any Way, Anytown, VA 20153, US  
Phone Number: 703-555-5555  
Email: registrar-agent@samplenames.net  
Whois Server: whois.registrar.samplenames.net  
Referral URL: www.registrar.samplenames.net  
Admin Contact: Jane Doe  
Phone Number: 703-555-5556  
Email: janedoe@samplenames.net  
Admin Contact: John Smith  
Phone Number: 703-555-5557  
Email: johnsmith@samplenames.net  
Admin Contact: Domain Name Administrator  
Phone Number: 703-555-5558  
Email: dns-eng@samplenames.net  
Billing Contact: Petranella Jones  
Phone Number: 703-555-5559  
Email: pjones@samplenames.net  
Technical Contact: Harry Nerd  
Phone Number: 703 555-6000  
Email: harrynerd@samplenames.net  
Technical Contact: Harry Nerd II  
Phone Number: 703-555-6001  
Email: harrynerd@samplenames.net

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

For all hosts registered using second-level domain names in .NET, information as illustrated in the following example is displayed, where the entry parameter is either the full host name or the IP address:

Server Name: DNS.MOMINC.NET  
IP Address: 209.143.112.34

Registrar: BULKREGISTER, LLC.  
Whois Server: whois.bulkregister.net  
Referral URL: http://www.bulkregister.net

>>> Last update of whois database: Wed, 2 Feb 2005 07:52:23 EST <<<

## Whois Provider Data Specification

Registry Operator shall provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Registry TLD on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

### Content

The data shall be provided in three files:

A. *Domain file*. One file shall be provided reporting on the domains sponsored by all registrars. For each domain, the file shall give the domainname, servername for each nameserver, registrarid, and updateddate.

B. *Nameserver file*. One file shall be provided reporting on the nameservers sponsored by all registrars. For each registered nameserver, the file shall give the servername, each ipaddress, registrarid, and updateddate.

C. *Registrar file*. A single file shall be provided reporting on the registrars sponsoring registered domains and nameservers. For each registrar, the following data elements shall be given: registrarid, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updateddate and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts.

### Format

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

### Procedures for Providing Access

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, the files shall be provided by Registry Operator

sending the files in encrypted form to the party designated by ICANN by Internet File Transfer Protocol.

## **Whois Data Specification - ICANN**

Registry Operator shall provide bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the .NET TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services and the DNS.. The specification of the content and format of this data, and the procedures for providing access, shall be as stated below, until changed according to the Registry Agreement.

### **Content**

The data shall be provided in three files:

A. *Domain file*. One file shall be provided reporting on the domains sponsored by all registrars. For each domain, the file shall give the domainname, servername for each nameserver, registrarid, and updateddate.

B. *Nameserver file*. One file shall be provided reporting on the nameservers sponsored by all registrars. For each registered nameserver, the file shall give the servername, each ipaddress, registrarid, and updateddate.

C. *Registrar file*. A single file shall be provided reporting on the registrars sponsoring registered domains and nameservers. For each registrar, the following data elements shall be given: registrarid, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updateddate and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts.

### **Format**

The format for the above files shall be as specified by ICANN, after consultation with Registry Operator.

### **Procedures for Providing Access**

The procedures for providing daily access shall be as mutually agreed by ICANN and Registry Operator. In the absence of an agreement, an up-to-date version (encrypted using a public key supplied by ICANN) of the files shall be placed at least once per day on a designated server and available for downloading by ICANN by Internet File Transfer Protocol.

# **.NET Registry Agreement Appendix 6**

## **Schedule of Reserved Names**

(date to be inserted)

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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

gns0

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, the following names shall be reserved at the second level:

All single-character labels.

All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

**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. They may be used by Registry Operator, 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

# **.NET Registry Agreement Appendix 7**

## **Functional and Performance Specifications**

(date to be inserted)

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

1. Verisign Registry Operator Registrar Protocol;
2. Supported initial and renewal registration periods;
3. Grace period policy;
4. Nameserver functional specifications;
5. Patch, update, and upgrade policy; **and**
6. ~~Migration to Extensible Provisioning Protocol Plan~~. Performance Specifications;
7. ~~Performance Specifications~~
87. Responsibilities of the Parties; **and**
98. Additional Services

### **1. Registry Operator Registrar Protocol**

#### **1.1 Extensible Provisioning Protocol**

~~Subject to the Migration to Extensible Provisioning Protocol Plan described in Part 6 below,~~ Registry Operator shall **implement/maintain** the Extensible Provisioning Protocol ("EPP") in conformance with the ~~Proposed Standard and Informational RFCs 3730, 3731, 3732, 3734, 3735, RFCs 5730, 5731, 5732, 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. ~~Subject to the Migration to Extensible Provisioning Protocol Plan described in Part 6 below, when~~ Registry Operator **implements EPP** it will support EPP in conformance with the aforementioned standards. ~~Implementation of EPP is subject to~~ **If** Registry Operator **reasonably determining that (i) the standard can be implemented**

~~in a way that minimizes disruption to customers; and (ii) the standard provides a solution for which the potential advantages are reasonably justifiable when weighed against the costs that requires the use of functionality outside of EPP RFCs. Registry Operator and its registrar customers would incur in implementing 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 new standard. EPP Objects and Extensions supported to ICANN prior to deployment.~~

## ~~1.2 Registry Registrar Protocol~~

~~Subject to the Migration to Extensible Provisioning Protocol Plan described in Part 6 below, Registry Operator will support Registry Registrar Protocol ("RRP") Version 2.1.2 in accordance with the patch, update, and upgrade policy below, or any successor standards, versions, upgrades, modifications or additions thereto as it deems reasonably necessary. Registry Operator will provide the current version of the protocol for download on its website by registrars. Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six months after receiving the first request in writing from a gTLD accredited Registrar willing to operate the SRS over IPv6.~~

## 2. Supported initial and renewal registration periods

~~2.1a.~~ Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years.

~~2.2b.~~ Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceed a total of ten years.

~~2.3e.~~ Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between Registrars, the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years.

~~2.4d.~~ The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and Registry Operator may assist in such change of sponsorship.

## 3. Grace period policy

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 domain action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new domain,
- ~~Extension~~Renewal of an existing domain,
- Auto-Renew of an existing domain;
- Transfer of an existing domain; and
- Deletion of an existing domain.

Extension of a registration period is accomplished using the ~~RRP or~~ EPP RENEW command or by auto-renewal; registration is accomplished using the ~~RRP ADD command or the~~ EPP CREATE command; deletion/removal is accomplished using the ~~RRP DEL command or the~~ EPP DELETE command; transfer is accomplished using the ~~RRP or~~ 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. Restore is accomplished using the ~~RRP RESTORE command or~~ EPP UPDATE command.

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.*

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 domain,
- Deletion of an existing domain, and
- Restore of a domain name in Redemption Grace Period.

## 3.1 Grace Periods

### 3.1.1 Add Grace Period

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

*Delete.* If a domain 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 in its Registry-Registrar Agreement for disproportionate deletes during the *Add Grace Period*. The domain is deleted

from the Registry database and is immediately available for registration by any Registrar. See Section 3.2 for a description of overlapping grace period exceptions.

*Extend (~~RRP~~ or EPP Renew command).* If a domain is extended within the *Add Grace Period*, there is no credit for the add. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Extend operation.

*Transfer (other than ICANN-approved bulk transfer).* 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 domain name registration and is enforced by the SRS.

*Bulk Transfer (with ICANN approval).* 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 registrations are not affected. The losing Registrar's account is charged for the initial add.

### **3.1.2 Renew/Extend Grace Period**

The *Renew/Extend Grace Period* is a specified number of calendar days following the renewal/extension of a domain name registration period through an ~~RRPEPP~~ Command Renew. The current value of the *Renew/Extend Grace Period* is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

*Delete.* If a domain is deleted within the *Renew/Extend Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

*Extend (~~RRP~~ ("EPP Command "Renew"").* A domain registration can be extended within the *Renew/Extend Grace Period* for up to a total 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.

*Transfer (other than ICANN-approved bulk transfer).* If a domain is transferred within the *Renew/Extend Grace Period*, there is no credit. The expiration date of the domain registration is extended by one year and the years added as a result of the Extend remain on the domain name up to a total of 10 years.

*Bulk Transfer (with ICANN approval).* 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 charged for the Renew/Extend operation.

### 3.1.3 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 domain name registration 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 45 calendar days. If a Delete, Extend, or Transfer occurs within the *Auto-Renew Grace Period*, the following rules apply:

*Delete.* If a domain 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 domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

*Extend.* A domain can be extended within the *Auto-Renew Grace Period* for up to a total 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.

*Transfer (other than ICANN-approved bulk transfer).* If a domain 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 domain is extended by one year up to a total maximum of ten 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.

*Bulk Transfer (with ICANN approval).* 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 charged for the Auto-Renew.

### 3.1.4 Transfer Grace Period

The *Transfer Grace Period* is a specified number of calendar days following the transfer of a domain according to Part A of the ICANN Policy on Transfer of Registrations between Registrars. The current value of the *Transfer Grace Period* is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

*Delete.* If a domain is deleted within the *Transfer Grace Period*, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The domain immediately goes into the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

*Extend.* If a domain registration 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 domain registration is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Extend operation.

*Transfer (other than ICANN-approved bulk transfer).* If a domain is transferred within the *Transfer Grace Period*, there is no credit. The expiration date of the domain registration 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.

*Bulk Transfer (with ICANN approval).* 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.

### **3.1.5 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.

### **3.1.6 Redemption Grace Period**

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

## **3.2 Overlapping Grace Periods**

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 domain is deleted within the Add Grace Period and the 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.
- If a domain is auto-renewed, then extended, and then deleted within the Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension.

### **3.2.1 Overlap Exception**

- If a domain 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.

**Note:** If several billable operations, including a transfer, are performed on a domain and the domain is deleted within the grace periods of each of those operations, only those operations that were performed after the latest transfer, including the latest transfer, are credited to the current Registrar.

### 3.3 Pending Periods

#### 3.3.1 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 domain in which the current registrar of the domain (registrar B) may explicitly approve or reject the transfer request. The current value of the *Transfer Pending Period* is five 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*:

- a. ~~RRP or~~ EPP TRANSFER request or ~~RRP or~~ EPP RENEW request is denied.
- b. SYNC is not allowed.
- c. ~~RRP-DEL or~~ EPP DELETE request is denied.
- d. Bulk Transfer operations are allowed.
- e. ~~RRP-MOD or~~ EPP UPDATE request is denied.

After a transfer of a domain, the ~~RRP or~~ EPP TRANSFER request may be denied for 60 days.

#### 3.3.2 Pending Delete Period

A domain name is placed in PENDING DELETE status if it has not been restored during the Redemption Grace Period. A name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a domain in PENDING DELETE status will be rejected. A domain name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five calendar days.

### 4. Nameserver functional specifications

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

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.

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

## **5. Patch, update, and upgrade policy**

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

**5.1:** 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.

**5.2:** 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.

**5.3:** 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 the left of the decimal point in the version of the Licensed Product.

**5.4:** 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 during scheduled and announced Shared Registration System maintenance periods.

For Updates and Upgrades, Registry Operator will give each registrar notice prior to deploying the Updates and Upgrades 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 where the Registry Operator's systems are rendered inaccessible by being subject to:

- i) excessive levels of data traffic
- ii) unauthorized traffic
- iii) data traffic not conforming to the protocols used by the Registry

## **~~6. Migration to Extensible Provisioning Protocol Plan~~**

### ~~Support of RRP and EPP:~~

~~Subject to this Part 6, Registry Operator will support the RRP as a "thin" registry. Registry Operator shall deploy a production interface for EPP no later than July 1, 2005 unless otherwise agreed to in writing by Registry Operator and ICANN. When Registry Operator implements EPP, it will continue to support RRP until all impacted registrars have migrated to EPP, but in no event later than 18 months after the deployment date unless otherwise agreed upon in writing by Registry Operator.~~

### ~~Dual RRP and EPP Operations:~~

~~1. When Registry Operator implements EPP, it will provide an extended period for impacted registrars to transition from RRP to EPP on a timeframe acceptable to registrars, but in no event later than 18 months after the deployment date unless otherwise agreed upon in writing by Registry Operator.~~

~~2. When Registry Operator implements EPP, the RRP implementation will be completely replaced by EPP on a date determined jointly by Registry Operator, ICANN, and the registrar community, which date shall not be later than 18 months after the deployment date of EPP unless otherwise agreed upon in writing by Registry Operator.~~

~~3. When Registry Operator implements EPP, the EPP implementation will not support the use of authinfo codes to verify transfers until all impacted registrars have migrated to EPP.~~

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## **6. Performance Specifications**

These Performance Specifications provide a means to measure Registry Operator's delivery of SRS, DNS Name Server and Whois services for the Registry TLD and serve as the basis for the Service Level Agreements Credits ("**SLA Credits**") set forth in Appendix 10.

**6.1. Definitions.** Capitalized terms used in this section and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.

**6.1.1 "-Core Internet Service Failure"** means an extraordinary and identifiable event beyond the control of Registry Operator affecting the Internet services to be measured pursuant to Section 7 below. Such events include but are not limited to congestion collapse, partitioning, power grid failures, and routing failures.

**6.1.2 "-Credit Level"** means the credit levels set forth in the Table SLA Credits in Section 2 of Appendix 10 that outlines the total credits, penalties and/or liabilities that may be assessed to Registry Operator and sole remedies available to ICANN-Accredited Registrars for Registry Operators failure to meet Performance Specifications outlined in this Appendix 7.

**6.1.3 "-DNS Name Server"** means the service complying with RFC 1034, [1035 and related RFCs](#) made available on TCP/UDP port 53 on Registry Operator's selected servers.

**6.1.4 "-ICANN-Accredited Registrar"** means an ICANN-Accredited Registrar that has a Registry-Registrar Agreement in effect with Registry Operator.

**6.1.5 "-Monthly Timeframe"** means each single calendar month beginning and ending at 0000 Coordinated Universal Time (UTC).

**6.1.6 "-Performance Specifications"** means a description of the measurable functional attributes of a particular System Services.

**6.1.7 "-Registrar Community"** means all of the ICANN-Accredited Registrars who have a Registry-Registrar Agreements in effect with Registry Operator for the Registry TLD and who have registered greater than 150 net new .net domain names in the prior thirty (30) calendar day period.

**6.1.8 "-Round-trip"** means the amount of measured time that it takes for a reference query to make a complete trip from the SRS gateway, through the SRS system, back to the SRS gateway.

**6.1.9 "-Service Level Agreement (SLA)"** means the service level agreements attached as Appendix 10 to the Registry Agreement outlining performance standards levels.

**6.1.10 "-SRS"** means the Shared Registration System, a system that the Registry Operator provides to the Registrar Community via a defined protocol (~~EPP/RRP~~) for registry-registrar interaction. Specifically, it refers to the ability of ICANN-Accredited Registrars to add, modify, and delete (create, update and delete) information associated with registered domain names and associated DNS Name Servers.

**6.1.11 "-System Services"** means the SRS, DNS Name Server and Whois services for the Registry TLD for which availability and Performance Specifications are established.

**6.1.12 "-Whois"** refers to the Registry Operator's Whois service provided in accordance with Appendix 5.

**6.2. Service Availability.** Service availability is defined as the time, in minutes, that the Registry Operator's System Services are each individually responding to its users (" **Service Availability**") as further defined in Sections 2.1 through 2.4.

**6.2.1. Service Availability** is measured as follows:

Service Availability % =  $\{[(MTM - POMU) - UOM] / (MTM - POMU)\} * 100$  where:

**MTM** = Monthly Timeframe Minutes calculated as the number days in that month times 24 hours times 60 minutes. For example, the MTM for January is 31 days \* 24 hours \* 60 minutes or MTM = 44,640 minutes.

**POMU** = Planned Outage Minutes Used equals the number of minutes of a Planned Outage (as defined in Section 3 below) or Extended Planned Outage (as defined in Section 4 below) for that Monthly Timeframe for each individual System Service. No Monthly Timeframe shall have both a Planned and an Extended Planned Outage.

**UOM** = Unplanned Outage Minutes equals the total number of minutes the System Services is unavailable excluding any Planned Outages (as defined in Section 3 below) or Extended Planned Outage (as defined in Section 4 below) for that Monthly Timeframe.

The Service Availability calculation shall be calculated by the Registry Operator and the results reported for each Monthly Timeframe for SRS, Whois and DNS Name Server availability. For Service Availability Performance Specifications measured by calendar year, Yearly Timeframe Minutes (YTM) shall be substituted for Monthly Timeframe Minutes (MTM) in the calculation above. Yearly Timeframe Minutes calculated as 365 days \* 24 hours \* 60 minutes = 525,600 minutes. Results will be reported to the Registrar Community via e-mail and to ICANN according to Appendix 4.

**6.2.2 Service Availability--SRS = 99.99% per calendar year.** Service Availability as it applies to the SRS refers to the ability of the SRS to respond to ICANN-Accredited Registrars that access the SRS through the EPP/~~RRP protocols.~~ **protocol.** SRS unavailability, except for Planned Outages (as defined in Section 3 below) and Extended Planned Outages (as defined in Section 4 below), will be logged with the Registry Operator as Unplanned Outage Minutes. Unavailability will not include any events affecting individual ICANN-Accredited Registrars locally.

SRS unavailability as it applies to the SRS shall mean when, as a result of a failure of systems within the VeriSign Registry's control, an ICANN-Accredited Registrar is unable to establish a session with the SRS gateway; provided, however, that SRS unavailability shall not include an ICANN-Accredited Registrars inability to establish a session with the SRS gateway that results from it exceeding its designated number of sessions. Establishing a session with the SRS gateway shall be defined as:

- a) successfully complete a TCP session start,
- b) successfully complete the SSL authentication handshake, and
- c) successfully complete ~~the registry registrar protocol (RRP) session command or~~ the Extensible Provisioning Protocol (EPP) login command.

Registry Operator will log SRS unavailability once an ICANN-Accredited Registrar reports an occurrence to Registry Operator's customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone). The committed Service Availability for SRS is 99.99% per calendar year. The SRS Service Availability metric is a Credit Level 2.

**6.2.3 Service Availability--DNS Name Server = 100% per Monthly Timeframe.** Service Availability as it applies to the DNS Name Server refers to the ability of the DNS Name Server to resolve a DNS query from an Internet user. DNS Name Server unavailability will be logged

with the Registry Operator as Unplanned Outage Minutes. Registry Operator will log DNS Name Server unavailability (a) when such unavailability is detected by monitoring tools, or (b) once an ICANN-Accredited Registrar reports an occurrence to Registry Operator's customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone) and Registry Operator confirms that the occurrence is not unique to the reporting registrar.

DNS Name Server unavailability shall mean less than eight (8) sites on the Registry Operator's constellation are returning answers to queries with less than 1% packet loss averaged over a Monthly Timeframe or 5% packet loss for any five minute period.

The committed Service Availability for DNS Name Server is 100% per Monthly Timeframe. The DNS Name Server Service Availability metric is a Credit Level 1.

**6.2.4 Service Availability--Whois = 100% per Monthly Timeframe.** Service Availability as it applies to Whois refers to the ability of Internet users to access and use the Whois. Whois unavailability, except for Planned Outages (as defined in Section 3 below) and Extended Planned Outages (as defined in Section 4 below), will be logged with the Registry Operator as Unplanned Outage Minutes. Registry Operator will log Whois unavailability (a) when such unavailability is detected by Registry Operator's monitoring tools, or (b) once an ICANN-Accredited Registrar reports an occurrence to Registry Operator's customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone). The committed Service Availability for Whois is 100% per Monthly Timeframe. The Whois Service Availability metric is a Credit Level 2.

**6.3. Planned Outage.** From time to time the Registry Operator will require an outage for regular maintenance or the addition of new functions or features ("**Planned Outage**").

**6.3.1 Planned Outage Duration.** Planned Outage duration defines the maximum allowable time, in minutes, that the Registry Operator is permitted to take the System Services out of service for regularly scheduled maintenance ("**Planned Outage Duration**"). Planned Outages are planned in advance and the Registrar Community is provided notification prior to an outage. ~~Effective July 1, 2005 through December 31, 2005, the Planned Outage Duration for the System Services is as follows:~~

~~(i) Planned Outage Duration—SRS = 4 hours per Monthly Timeframe;~~

~~(ii) Planned Outage Duration—DNS Name Server = no Planned Outages allowed; and~~

~~(iii) Planned Outage Duration—Whois = 4 hours per Monthly Timeframe.~~

~~Effective January 1, 2006 the~~The Planned Outage Duration for the System Services is as follows:

~~(i~~v) Planned Outage Duration - SRS = 45 minutes per Monthly Timeframe;

~~(ii~~iv) Planned Outage Duration - DNS Name Server = no Planned Outages allowed; and

(viii) Planned Outage Duration - Whois = no Planned Outages allowed.

The Planned Outage Duration metric is a Credit Level 6.

**6.3.2 Planned Outage Timeframe.** The Planned Outage Timeframe defines the hours and days in which a Planned Outage may occur (" **Planned Outage Timeframe**"). The Planned Outage Timeframe for the System Services is as follows:

(i) Planned Outage Timeframe - SRS = 0100-0900 UTC Sunday;

(ii) Planned Outage Timeframe - DNS Name Server = no Planned Outages allowed; and

(iii) Planned Outage Timeframe - Whois = ~~effective July 1, 2005 through December 31, 2005, 0100-0900 UTC Sunday; effective January 1, 2006,~~ no Planned Outages allowed.

The Planned Outage Timeframe metric is a Credit Level 5.

**6.3.3 Planned Outage Notification.** The Registry Operator shall notify all ICANN-Accredited Registrars of any Planned Outage (" **Planned Outage Notification**"). The Planned Outage Notification shall set forth the date and time of the Planned Outage. The number of days prior to a Planned Outage that the Registry Operator shall notify the Registrar Community as follows:

(i) Planned Outage Timeframe - SRS = 30 days for general maintenance and 90 days for Updates or Upgrades as defined in the Patch, Update and Upgrade Policy in Part 5 of this Appendix 7;

(ii) Planned Outage Timeframe - DNS Name Server = no Planned Outages allowed; and

(iii) Planned Outage Timeframe - Whois = ~~effective July 1, 2005 through December 31, 2005, 30 days; effective January 1, 2006,~~ no Planned Outages allowed.

The Planned Outage Notification metric is a Credit Level 5.

**6.4. Extended Planned Outage.** In some cases, such as major software upgrades and platform replacements, an extended maintenance timeframe is required (" **Extended Planned Outage**"). Extended Planned Outages will be less frequent than Planned Outages but their duration may be longer.

**6.4.1 Extended Planned Outage Duration.** The Extended Planned Outage duration defines the maximum allowable time, in hours and minutes that the Registry Operator is permitted to take the System Services out of service for extended maintenance (" **Extended Planned Outage Duration**"). Extended Planned Outages are planned in advance and the Registrar Community is provided notification in accordance with Section 4.3. Extended Planned Outage periods may not occur in the same Monthly Timeframe as a Planned Outage. ~~Effective July 1, 2005 through December 31, 2005, Registry Operator is allowed one Extended Planned Outage Duration for SRS which may last 12 hours.~~

~~Effective January 1, 2006 the~~The Extended Planned Outage Duration for the System Services is as follows:

(i) Extended Planned Outage Duration - SRS = 4 hours (240 minutes) per calendar year and one Extend Planned Outage of 8 hours (480) minutes every 3 years;

(ii) Extended Planned Outage Duration - DNS Name Server = no Extended Planned Outages allowed; and

(iii) Extended Planned Outage Duration - Whois = no Extended Planned Outages allowed.

The Extended Planned Outage Notification metric is a Credit Level 6.

**6.4.2 Extended Planned Outage Timeframe.** The Extended Planned Outage Timeframe defines the hours and days in which the Extended Planned Outage may occur ("**Extended Planned Outage Timeframe**"). The Extended Planned Outage Timeframe for the System Services is as follows:

(i) Extended Planned Outage Timeframe - SRS = 0100 - 1300 UTC Sunday;

(ii) Extended Planned Outage Timeframe - DNS Name Server = no Extended Planned Outages allowed; and

(iii) Extended Planned Outage Timeframe - Whois = no Extended Planned Outages allowed.

The Extended Planned Outage Notification metric is a Credit Level 5.

**6.4.3 Extended Planned Outage Notification.** The Registry Operator must notify the Registrar Community of any Extended Planned Outage ("**Extended Planned Outage Notification**"). The Extended Planned Outage Notification shall set forth the date and time of the Extended Planned Outage. The number of days prior to an Extended Planned Outage that the Registry Operator must notify ICANN-Accredited Registrars is as follows:

(i) Extended Planned Outage Timeframe - SRS = 90 Days;

(ii) Extended Planned Outage Timeframe - DNS Name Server =no Extended Planned Outages allowed; and

(iii) Extended Planned Outage Timeframe - Whois = no Extended Planned Outages allowed.

The Extended Planned Outage Notification metric is a Credit Level 5.

**6.5: Processing Time.** Processing time is a measurement of Service Availability and equals the Round-trip for the System Services ("**Processing Time**"). The Registry Operator will log the Processing Time for all of the protocol transactions (i.e. Check, Add/Create, Modify/Update and Delete). Processing Time will be measured in a Monthly Timeframe and reported on a monthly

basis to ICANN in accordance with Appendix 4. Should the total volume of protocol transactions (measured individually) added by all ICANN-Accredited Registrars for a Monthly Timeframe exceed Registry Operator's actual volume of protocol transactions for the previous Monthly Timeframe by more than 20%, then ICANN-Accredited Registrars shall not be eligible for any SLA credit, and Registry Operator shall have no liability to ICANN, if Registry Operator fails to meet a Processing Time Performance Specification set forth in this Section 5.

**6.5.1 Processing Time--Check Domain = 25 milliseconds for 95%.**

(i) The Processing Time for Check Domain is applicable to the SRS as accessed through the defined protocol (EPP/~~RRP~~) for registry-registrar interaction and measures the Processing Time for an availability check of a specific domain name.

(ii) The performance specification for Check Domain is 25 milliseconds Round-trip for 95% of the transactions during a Monthly Timeframe.

The Processing Time for Check Domain metric is a Credit Level 3.

**6.5.2 Processing Time--Add/Create = 50 milliseconds for 95%.**

(i) The Processing Time for Add/Create is applicable to the SRS as accessed through the defined protocol (EPP/~~RRP~~) for registry-registrar interaction and measures the Processing Time for add/create transactions associated with domain names.

(ii) The Performance Specification for ADD/Create is 50 milliseconds for Round-trip for 95% of the transactions processed during a Monthly Timeframe.

The Processing Time for Add/Create metric is a Credit Level 3.

**6.5.3 Processing Time--Modify/Update and Delete Domain = 100 milliseconds for 95%.**

(i) The Processing Time for Modify/Update and Delete is applicable to the SRS as accessed through the defined protocol (EPP/~~RRP~~) for registry-registrar interaction and measures the Processing Time for Modify/Update and Delete transactions associated with domain names.

(ii) The Performance Specification for Modify/Update and Delete is 100 milliseconds Round-trip for 95% of the transactions processed during a Monthly Timeframe.

The Processing Time for Modify/Update and Delete metric is a Credit Level 3

**6.5.4 Processing Time--Whois Query = 5 milliseconds for 95%.**

(i) The Processing Time for Whois query is applicable to the Whois and measures the Processing Time for a Whois query.

(ii) The Performance Specification for a Whois query is 5 milliseconds for 95% of the transactions during a Monthly Timeframes. That is, 95% of the transactions during a Monthly Timeframe will take 5 milliseconds or less from the time the Whois receives a query to the time it responds.

The Processing Time for Whois Query metric is a Credit Level 3.

#### **6.5.5 Processing Time--DNS Name Server Resolution = 100 milliseconds for 95%.**

(i) The Processing Time for DNS Name Server Resolution is applicable to the DNS Name Server and measures the processing time for a DNS query.

(ii) The Performance Specification for DNS Name Server Resolution is 100 milliseconds for 95% of the transactions during a Monthly Timeframe. That is, 95% of the transactions during a Monthly Timeframe will take 100 milliseconds or less from the time the name server receives the DNS query to the time it provides a response.

The Processing Time for the DNS Name Server metric is a Credit Level 3.

**6.6. Update Frequency.** The Registry Operator makes timely updates to the data on the DNS Name Servers and Whois. ICANN-Accredited Registrars record these updates through the SRS. The SRS then updates the DNS Name Server and the Whois. Registry Operator processes this updates on a near real time basis.

The committed performance specification with regards to Update frequency for both the DNS Name Server and the Whois is 3 minutes for 95% of the transactions during a Monthly Timeframe. That is, 95% of the updates to the DNS Name Servers and Whois during a Monthly Timeframe will be completed within 3 minutes. Update frequency is measured from the time that the Registry Operator confirms the update to the time the update appears in the DNS Name Server and Whois. Update frequency performance will be reported on a monthly basis to ICANN in accordance with Appendix 4.

#### **6.6.1 Update Frequency--DNS Name Server = 3 minutes for 95% during a Monthly Timeframe.**

The Update frequency metric for DNS Name Server is Credit Level 4.

#### **6.6.2 Update Frequency--Whois**

~~(i) Effective July 1, 2005 through March 31, 2006, Update Frequency Whois = 1 time per 24 hours.~~

~~(ii) Effective April 1, 2006, Update Frequency-Whois = 3 minutes for 95% during a Monthly Timeframe.~~

The Update frequency metric for Whois is Credit Level 4.

**6.7. Cross-Network Name Server Performance Requirements.** DNS Name Server Round-trip and packet loss from the Internet are important elements of the quality of service provided by the Registry Operator. These characteristics, however, are affected by Internet performance and, therefore, cannot be closely controlled by Registry Operator. Accordingly, these requirements are not matters subject to SLA Credits under the Service Level Agreement set forth on Appendix 10 or obligations upon which a breach by Registry Operator of the Registry Agreement may be asserted.

The committed performance specification for cross-network name server performance is a measured Round-trip of under 100 milliseconds and measured packet loss of under 1% averaged over the course of a Monthly Timeframe and no greater than 5% for any five (5) minute period over the course of a Monthly Timeframe. Cross-network name server performance measurements may be conducted by ICANN at times of its choosing, in the following manner:

**6.7.1** The measurements may be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .net DNS Name Servers and observing the responses from the .net DNS Name Servers. (These strings of requests and responses are referred to as a "**CNNP Test**".) The measuring locations will be four root name server locations on the US East Coast, US West Coast, Asia, and Europe.

**6.7.2** Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting nameserver (NS) records for arbitrarily selected .net second-level domains, preselected to ensure that the names exist in the Registry TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received may be noted.

**6.7.3** To meet the packet loss and Round-trip requirements for a particular CNNP Test, all three of the following must be true:

**6.7.3.1** The Round-trip and packet loss from each measurement location to at least one .net name server must not exceed the required values;

**6.7.3.2** The packet loss to each of the .net name servers from at least one of the measurement locations must not exceed the required value; and

**6.7.3.3** Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

**6.7.4** To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of the day, as well as on different days of the week). Registry Operator may only be deemed to have persistently failed to meet the cross-network name server performance requirement only if the .net DNS Name Servers fail the CNNP Tests (see Section 7.3 above) with no less than three consecutive failed CNNP Tests.

6.7.5 In the event of persistent failure of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

6.7.6 Sixty days prior to the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools, root name server locations and procedures to be used by ICANN. In the event that Registry Operator does not approve of such tools and procedures, ICANN will work directly with Registry Operator to make necessary modifications.

## **78. Responsibilities of the Parties.**

87.1 Except in the case of DNS Name Server performance measurements, Registry Operator will perform monitoring from internally located systems as a means to verify that the availability and performance measurements in this document are being met.

87.2 The Registry Operator will provide system performance and availability reports monthly to the Registrar Community via e-mail and to ICANN according to Appendix 4.

87.3 The Registry Operator will provide the Whois Service as specified in Appendix 5.

87.4 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the System Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered service unavailability for purposes of this Appendix 7 or the SLA.

87.5 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.

## **98. Additional Services**

### **98.1 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 domain name portfolio in the dot-NET top-level domain.

At least fifteen days before completing a BTAPPA, the losing registrar must provide to all domain name registrants for names 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 domain is transferred under the BTAPPA service during any applicable grace period as described in Section 3 above, there is no credit. The expiration dates of transferred registrations are not affected.

Domain names 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". Domain names that are within the auto-renew grace window are subject to bulk transfer, but VeriSign may decline to provide a credit for those names deleted after the bulk transfer, but prior to the expiration of the auto-renew grace window.

VeriSign 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 VeriSign or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.

# **.NET Registry Agreement Appendix 8**

## **Registry-Registrar Agreement**

(date to be inserted)

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This Registry-Registrar Agreement (the "Agreement") is dated as of \_\_\_\_\_ ("Effective Date") by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166, and its wholly owned subsidiaries ("VNDS"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_ ("Registrar"). VNDS and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, multiple registrars provide Internet domain name registration services within the .NET top-level domain wherein VNDS operates and maintains certain TLD servers and zone files;

WHEREAS, Registrar wishes to register second-level domain names in the multiple registrar system for the .NET TLD.

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

### **1. DEFINITIONS**

1.1. "DNS" refers to the Internet domain name system.

1.2. "ICANN" refers to the Internet Corporation for Assigned Names and Numbers.

1.3. "IP" means Internet Protocol.

1.4. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which VNDS or an affiliate engaged in providing registry services maintains data in a registry database, arranges for such maintenance, or derives revenue from such maintenance. A name in a registry database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.5. "Registry TLD" means the .NET TLD.

1.6. The "System" refers to the multiple registrar system operated by VNDS for registration of Registered Names in the Registry TLD.

1.7. A "TLD" is a top-level domain of the DNS.

1.8. The "Licensed Product" refers to the intellectual property required to access the Supported Protocol, and to the APIs, and software, collectively.

1.9. "EPP" means the Extensible Provisioning Protocol.

1.10. "RRP" means the Registry Registrar Protocol.

1.11. "Supported Protocol" means VNDS's implementation of RRP, EPP, or any successor protocols supported by the System.

## **2. OBLIGATIONS OF THE PARTIES**

**2.1. System Operation and Access.** Throughout the Term of this Agreement, VNDS shall operate the System and provide Registrar with access to the System to transmit domain name registration information for the Registry TLD to the System.

**2.2. Distribution of RRP, EPP, APIs and Software.** No later than three business days after the Effective Date of this Agreement, VNDS shall make available to Registrar (i) full documentation of the Supported Protocol, (ii) "C" and/or "Java" application program interfaces ("APIs") to the Supported Protocol with documentation, and (iii) reference client software ("Software") that will allow Registrar to develop its system to register second-level domain names through the System for the Registry TLD. If VNDS elects to modify or upgrade the APIs and/or Supported Protocol, VNDS shall provide updated APIs to the Supported Protocol with documentation and updated Software to Registrar promptly as such updates become available.

**2.3. Registrar Responsibility for Customer Support.** Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer (the "Registered Name Holder") orders.

**2.4. Data Submission Requirements.** As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the System that are made available to Registrar from time to time.

**2.5. License.** Registrar grants VNDS as Registry a non-exclusive nontransferable worldwide limited license to the data elements consisting of the Registered Name, the IP addresses of nameservers, and the identity of the registering registrar for propagation of and the provision of authorized access to the TLD zone files or as otherwise required or permitted by VNDS's Registry

Agreement with ICANN concerning the operation of the Registry TLD, as may be amended from time to time.

**2.6. Registrar's Registration Agreement and Domain Name Dispute Policy.**

Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The initial form of Registrar's registration agreement is attached as Exhibit A (which may contain multiple alternative forms of the registration agreement). Registrar may from time to time amend its form(s) of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is made available to VNDS in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to VNDS under this Agreement. Registrar shall have developed and employ in its domain name registration business a domain name dispute policy, a copy of which is attached to this Agreement as Exhibit B (which may be amended from time to time by Registrar, provided a copy is made available to VNDS in advance of any such amendment).

**2.7. Secure Connection.** Registrar agrees to develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the System is secure. All data exchanged between Registrar's system and the System shall be protected to avoid unintended disclosure of information. Each RRP or EPP session shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. Registrar agrees to authenticate every RRP or EPP client connection with the System using both an X.509 server certificate issued by a commercial Certification Authority identified by the Registry and its Registrar password, which it shall disclose only to its employees with a need to know. Registrar agrees to notify Registry within four hours of learning that its Registrar password has been compromised in any way or if its server certificate has been revoked by the issuing Certification Authority or compromised in any way.

**2.7.1 Authorization Codes.** At such time as Registrar employs EPP, Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. VNDS in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms (i.e. EPP<poll> or EPP<domain:Info>). Documentation of these mechanisms shall be made available to Registrar by VNDS. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within ten (10) calendar days.

**2.8. Domain Name Lookup Capability.** Registrar agrees to employ in its domain name registration business VNDS's registry domain name lookup capability to determine if a requested domain name is available or currently unavailable for registration.

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

**2.10. Time.** Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the registry database, the time shown in the VNDS records shall control.

**2.11. Compliance with Operational Requirements.** Registrar agrees to comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, operational standards, policies, procedures, and practices for the Registry TLD established from time to time by VNDS in a non-arbitrary manner and applicable to all registrars ("Operational Requirements"), including affiliates of VNDS, and consistent with VNDS's Registry Agreement with ICANN, as applicable, upon VNDS's notification to Registrar of the establishment of those terms and conditions.

**2.12. Resolution of Technical Problems.** Registrar agrees to employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Supported Protocol and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, or upon Registrar's violation of Operational Requirements, VNDS may, in its sole discretion, temporarily suspend or restrict access to the System. Such temporary suspensions or restrictions shall be applied in a nonarbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of VNDS.

**2.13. Prohibited Domain Name Registrations.** In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

**2.14. Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require each Registered Name holder to indemnify, defend and hold harmless VNDS, and its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or relating to the Registered Name holder's domain name registration.

### **3. LICENSE**

**3.1. License Grant.** Subject to the terms and conditions of this Agreement, VNDS hereby grants Registrar and Registrar accepts a non-exclusive, nontransferable, worldwide limited license to use for the Term and purposes of this Agreement the Licensed Product, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose. The Licensed Product, as well as updates and redesigns thereof, will enable Registrar to register domain names in the Registry TLD with the Registry on behalf of its Registered Name Holders. Registrar, using the Licensed Product, as well as updates and redesigns thereof, will be able to invoke the following operations on the System: (i) check the availability of a domain name, (ii) register a domain name, (iii) re-register a domain name, (iv) cancel the registration of a domain name it has registered, (v) update the nameservers of a domain name, (vi) transfer a domain name from another registrar to itself with proper authorization, (vii) query a domain name registration record, (viii) register a nameserver, (ix) update the IP addresses of a nameserver, (x) delete a nameserver, (xi) query a nameserver, and (xii) establish and end an authenticated session.

**3.2. Limitations on Use.** Notwithstanding any other provisions in this Agreement, except with the written consent of VNDS, Registrar shall not: (i) sublicense the Licensed Product or otherwise permit any use of the Licensed Product by or for the benefit of any party other than Registrar, (ii) publish, distribute or permit disclosure of the Licensed Product other than to employees, contractors, and agents of Registrar for use in Registrar's domain name registration business, (iii) decompile, reverse engineer, copy or re-engineer the Licensed Product for any unauthorized purpose, (iv) use or permit use of the Licensed Product in violation of any federal, state or local rule, regulation or law, or for any unlawful purpose. Registrar agrees to employ the necessary measures to prevent its access to the System granted hereunder from being used to (i) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than Registrar's customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of VNDS or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations.

**3.3. Changes to Licensed Materials.** VNDS may from time to time replace or make modifications to the Licensed Product licensed hereunder. In the event of a change in the Supported Protocol from RRP to EPP, Registrar shall migrate to, or implement, such Supported Protocols within eighteen (18) months of notice of such modification. For all other changes, VNDS will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the Supported Protocol, APIs or software licensed hereunder.

#### **4. SUPPORT SERVICES**

**4.1. Engineering Support.** VNDS agrees to provide Registrar with reasonable engineering telephone support (between the hours of 9 a.m. to 5 p.m. EST or at such other times as may be mutually agreed upon) to address engineering issues arising in connection with Registrar's use of the System.

**4.2. Customer Service Support.** During the Term of this Agreement, VNDS will provide reasonable telephone and e-mail customer service support to Registrar, not Registered Name Holder or prospective customers of Registrar, for nontechnical issues solely relating to the System and its operation. VNDS will provide Registrar with a telephone number and e-mail address for such support during implementation of the Supported Protocol, APIs and Software. First-level telephone support will be available on a 7-day/24-hour basis. VNDS will provide a web-based customer service capability in the future and such web-based support will become the primary method of customer service support to Registrar at such time.

## **5. FEES**

### **5.1. Registration Fees.**

(a) Registrar agrees to pay VNDS the non-refundable fees set forth in Exhibit D for initial and renewal registrations and other services provided by VNDS (collectively, the "Registration Fees").

(b) VNDS reserves the right to adjust the Registration Fees, provided that any price increase shall be made only upon six (6) months prior notice to Registrar, and provided that such adjustments are consistent with VNDS's Registry Agreement with ICANN.

(c) Registrars shall provide VNDS a payment security comprised of an irrevocable letter of credit, cash deposit account or other acceptable credit terms agreed by the Parties (the "Payment Security"). VNDS will invoice Registrar monthly in arrears for each month's Registration Fees. All Registration Fees are due immediately upon receipt of VNDS's invoice and shall be secured by the Payment Security. If Registrar's Payment Security is depleted, registration of domain names for the Registrar will be suspended and new registrations will not be accepted until the Payment Security is replenished.

**5.2. Change in Registrar Sponsoring Domain Name.** Registrar may assume sponsorship of a Registered Name Holder's existing domain name registration from another registrar by following the Transfer Policy.

(a) For each transfer of the sponsorship of a domain-name registration under the Transfer Policy, Registrar agrees to pay VNDS the renewal registration fee associated with a one-year extension, as set forth above. The losing registrar's Registration Fees will not be refunded as a result of any such transfer.

(b) For a transfer approved by ICANN under Part B of the Transfer Policy,

Registrar agrees to pay VNDS US \$0 (for transfers of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

Fees under this Section 5.2 shall be due immediately upon receipt of VNDS's invoice pursuant to the Payment Security.

**5.3. Charges for ICANN Fees.** Registrar agrees to pay to VNDS, within ten (10) days of VNDS's invoice, any variable registry-level fees paid by VNDS to ICANN, which fees shall be secured by the Payment Security. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(a) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed US\$0.15.

(b) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

**5.4. Non-Payment of Fees.** Timely payment of fees owing under this Section 5 is a material condition of performance under this Agreement. In the event that Registrar fails to pay its fees within five (5) days of the date when due, VNDS may: (i) stop accepting new initial or renewal registrations from Registrar; (ii) delete the domain names associated with invoices not paid in full from the Registry database; (iii) give written notice of termination of this Agreement pursuant to Section 6.1(b) below; and (iv) pursue any other remedy under this Agreement.

## **6. MISCELLANEOUS**

### **6.1. Term of Agreement and Termination.**

**(a) Term of the Agreement; Revisions.** The duties and obligations of the Parties under this Agreement shall apply from the Effective Date through and including the last day of the calendar month sixty (60) months from the Effective Date (the "Initial Term"). Upon conclusion of the Initial Term, all provisions of this Agreement will automatically renew for successive five (5) year renewal periods until the Agreement has been terminated as provided herein, Registrar elects not to renew, or VNDS ceases to operate the registry for the Registry TLD. In the event that revisions to VNDS's Registry-Registrar Agreement are approved or adopted by ICANN, Registrar shall have thirty (30) days from the date of notice of any such revision to review, comment on, and execute an amendment substituting the revised agreement in place of this Agreement, or Registrar may, at its option exercised within such thirty (30) day period, terminate this Agreement immediately by giving written notice to VNDS; provided, however, that in the event VNDS does not receive such executed amendment

or notice of termination from Registrar within such thirty (30) day period of the date of the notice, Registrar shall be deemed to have executed such amendment as of the thirty-first (31st) day after the date of the notice.

**(b) Termination For Cause.** In the event that either Party materially breaches any term of this Agreement including any of its representations and warranties hereunder and such breach is not substantially cured within thirty (30) calendar days after written notice thereof is given by the other Party, then the nonbreaching Party may, by giving written notice thereof to the other Party, terminate this Agreement as of the date specified in such notice of termination.

**(c) Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving VNDS thirty (30) days notice of termination.

**(d) Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation for the Registry TLD by ICANN, or its successor, is terminated or expires without renewal.

**(e) Termination in the Event that Successor Registry Operator is Named.** This Agreement shall terminate in the event that the U.S. Department of Commerce or ICANN, as appropriate, designates another entity to operate the registry for the Registry TLD.

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

**(g) Effect of Termination.** Upon expiration or termination of this Agreement, VNDS will, to the extent it has the authority to do so, complete the registration of all domain names processed by Registrar prior to the date of such expiration or termination, provided that Registrar's payments to VNDS for Registration Fees are current and timely. Immediately upon any expiration or termination of this Agreement, Registrar shall (i) transfer its sponsorship of Registered Name registrations to another licensed registrar(s) of the Registry, in compliance with Part B of the Transfer Policy, or any other procedures established or approved by the U.S. Department of Commerce or ICANN, as appropriate, and (ii) either return to VNDS or certify to VNDS the destruction of all data, software and documentation it has received under this Agreement.

**(h) Survival.** In the event of termination of this Agreement, the following shall survive: (i) Sections 2.5, 2.6, 2.14, 6.1(g), 6.2, 6.6, 6.7, 6.10, 6.12, 6.13, 6.14, and 6.16; (ii) the Registered Name Holder's obligations to indemnify, defend, and hold harmless VNDS,

as stated in Section 2.14; and (iii) Registrar's payment obligations as set forth in Section 5 with respect to fees incurred during the term of this Agreement. Neither Party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms but each Party shall be liable for any damage arising from any breach by it of this Agreement.

**6.2. No Third Party Beneficiaries; Relationship of the Parties.** This Agreement does not provide and shall not be construed to provide third parties (i.e., non-parties to this Agreement), including any Registered Name Holder, with any remedy, claim, cause of action or privilege. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the Parties.

**6.3. Force Majeure.** Neither Party shall be responsible for any failure to perform any obligation or provide service hereunder because of any Act of God, strike, work stoppage, governmental acts or directives, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control.

**6.4. Further Assurances.** Each Party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

**6.5. Amendment in Writing.** Except as otherwise provided in this Agreement, any amendment or supplement to this Agreement shall be in writing and duly executed by both Parties. Any new services approved by ICANN and purchased by Registrar will be subject to such terms and conditions as may be established by VNDS through an appendix to this Agreement executed by Registrar and VNDS.

**6.6. Attorneys' Fees.** If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

**6.7. Dispute Resolution; Choice of Law; Venue.** The Parties shall attempt to resolve any disputes between them prior to resorting to litigation. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia, United States of America without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia to the rights and duties of the Parties. 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 any state or federal court located in the eastern district of the Commonwealth of Virginia. Each Party to this Agreement expressly and irrevocably

consents and submits to the jurisdiction and venue of each state and federal court located in the eastern district of the Commonwealth of Virginia (and each appellate court located in the Commonwealth of Virginia) in connection with any such legal proceeding.

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

if to Registrar:

Company Name:

Attention:

Physical Address:

City, State Postal:

Telephone Number:

Facsimile Number:

e-Mail Address:

with a copy to:

Company Name:

Attention:

Physical Address:

City, State Postal:

Telephone Number:

Facsimile Number:

e-Mail Address:

if to VNDS:  
Vice President, VNDS LLC  
c/o VeriSign, Inc.  
487 E. Middlefield Road  
Mountain View, CA 94043  
Telephone: +1 650 961 7500  
Facsimile: +1 650 426 5113  
E-Mail: [atuvevesson@verisign.com](mailto:atuvevesson@verisign.com); and

General Manager  
VeriSign, Inc.  
21345 Ridgetop Circle  
Dulles, VA 20166  
Telephone: +1 703 948 3200  
Facsimile: +1 703 421 4873  
E-Mail: [cao@verisign-grs.com](mailto:cao@verisign-grs.com); and

Associate General Counsel  
VeriSign, Inc.  
21351 Ridgetop Circle  
Dulles, VA 20166  
Telephone: +1 703 948 3200  
Facsimile: +1 703 450 7492  
E-Mail: [legal-east@verisign.com](mailto:legal-east@verisign.com)

**6.9. Assignment/Sublicense.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense or transfer its rights or obligations under this Agreement to any third person without the prior written consent of VNDS.

**6.10. Use of Confidential Information.** The Parties' use and disclosure of Confidential Information disclosed hereunder are subject to the terms and conditions of the Parties' Confidentiality Agreement (Exhibit C) that will be executed contemporaneously with this Agreement. Registrar agrees that the RRP, APIs and Software are the Confidential Information of VNDS.

**6.11. Delays or Omissions; Waivers.** No failure on the part of either Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**6.12. Limitation of Liability.** IN NO EVENT WILL VNDS BE LIABLE TO REGISTRAR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VNDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6.13. Construction.** The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

**6.14. Intellectual Property.** Subject to Section 2.5 above, each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

#### **6.15. Representations and Warranties**

**(a) Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of the \_\_\_\_\_, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, pursuant to an accreditation agreement dated after November 4, 1999, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, and (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

**(b) VNDS.** VNDS represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) the execution, performance and delivery of this Agreement has been duly authorized by VNDS, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by VNDS in order for it to enter into and perform its obligations under this Agreement.

**(c) Disclaimer of Warranties.** The RRP, EPP, APIs and Software are provided "as-is" and without any warranty of any kind. VNDS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF

THIRD PARTY RIGHTS. VNDS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE RRP, APIs OR SOFTWARE WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE RRP, APIs OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE RRP, APIs OR SOFTWARE WILL BE CORRECTED. FURTHERMORE, VNDS DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE RRP, APIs, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE RRP, APIs OR SOFTWARE PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**6.16. Indemnification.** Registrar, at its own expense and within thirty (30) days of presentation of a demand by VNDS under this paragraph, will indemnify, defend and hold harmless VNDS and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against VNDS or any affiliate of VNDS based on or arising from any claim or alleged claim (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) VNDS provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, VNDS will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses VNDS for its actual and reasonable costs. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without VNDS's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by VNDS in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

**6.17. Entire Agreement; Severability.** This Agreement, which includes Exhibits A, B, C, D and E constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

**6.18. Service Level Agreement.** Appendix 10 of the Registry Agreement shall be incorporated into this Agreement and attached hereto as Exhibit E. For purposes of Exhibit E, an “active” ICANN Accredited Registrar’s (as defined in Section 2.1 of Exhibit E) net new .net domain names shall equal the difference between the total number of .net domain names registered by such Registrar in the previous Monthly Timeframe and the number of such domain names that subsequently were deleted during the add grace period or otherwise (except for deletions occurring at the end of the pending delete period).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

VNDS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit A**  
**Registrar's Registration Agreement**

[To be supplied from time to time by Registrar]

**Exhibit B**  
**Registrar's Dispute Policy**

[To be supplied from time to time by Registrar]

## **Exhibit C Confidentiality Agreement**

THIS CONFIDENTIALITY AGREEMENT is entered into by and between VeriSign, Inc., a Delaware corporation, with a place of business located at 21345 Ridgetop Circle, Dulles, Virginia 20166, and its wholly owned subsidiaries ("VNDS"), and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business in \_\_\_\_\_ ("Registrar"), through their authorized representatives, and takes effect on the date executed by the final party (the "Effective Date").

Under this Confidentiality Agreement ("Confidentiality Agreement"), the Parties intend to disclose to one another information which they consider to be valuable, proprietary, and confidential.

NOW, THEREFORE, the parties agree as follows:

### **1. Confidential Information**

**1.1.** "Confidential Information", as used in this Confidentiality Agreement, shall mean all information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the disclosing party to the receiving party under this Confidentiality Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the disclosing party will notify the receiving party in writing within 15 days of the disclosure.

### **2. Confidentiality Obligations**

**2.1.** In consideration of the disclosure of Confidential Information, the Parties agree that:

(a) The receiving party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information received from the disclosing party, including implementing reasonable physical security measures and operating procedures.

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

(c) The receiving party shall not modify or remove any Confidential legends and/or copyright notices appearing on any Confidential Information.

2.2. The receiving party's duties under this section (2) shall expire five (5) years after the information is received or earlier, upon written agreement of the Parties.

### **3. Restrictions On Use**

**3.1.** The receiving party agrees that it will use any Confidential Information received under this Confidentiality Agreement solely for the purpose of providing domain name registration services as a registrar and for no other purposes whatsoever.

**3.2.** No commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other VNDS proprietary rights are granted by the disclosing party to the receiving party by this Confidentiality Agreement, or by any disclosure of any Confidential Information to the receiving party under this Confidentiality Agreement.

**3.3.** The receiving party agrees not to prepare any derivative works based on the Confidential Information.

**3.4.** The receiving party agrees that any Confidential Information which is in the form of computer software, data and/or databases shall be used on a computer system(s) that is owned or controlled by the receiving party.

### **4. Miscellaneous**

**4.1.** This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and all applicable federal laws. The Parties agree that, if a suit to enforce this Confidentiality Agreement is brought in the U.S. Federal District Court for the Eastern District of Virginia, they will be bound by any decision of the Court.

**4.2.** The obligations set forth in this Confidentiality Agreement shall be continuing, provided, however, that this Confidentiality Agreement imposes no obligation upon the Parties with respect to information that (a) is disclosed with the disclosing party's prior written approval; or (b) is or has entered the public domain through no fault of the receiving party; or (c) is known by the receiving party prior to the time of disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information; or (e) is made generally available by the disclosing party without restriction on disclosure.

**4.3.** This Confidentiality Agreement may be terminated by either party upon breach by the other party of any its obligations hereunder and such breach is not cured within three (3) calendar days after the allegedly breaching party is notified by the disclosing party of the breach. In the event of any such termination for breach, all Confidential Information in the possession of the Parties shall be immediately returned to the disclosing party; the receiving party shall provide full

voluntary disclosure to the disclosing party of any and all unauthorized disclosures and/or unauthorized uses of any Confidential Information; and the obligations of Sections 2 and 3 hereof shall survive such termination and remain in full force and effect. In the event that the Registrar License and Agreement between the Parties is terminated, the Parties shall immediately return all Confidential Information to the disclosing party and the receiving party shall remain subject to the obligations of Sections 2 and 3.

**4.4.** The terms and conditions of this Confidentiality Agreement shall inure to the benefit of the Parties and their successors and assigns. The Parties' obligations under this Confidentiality Agreement may not be assigned or delegated.

**4.5.** The Parties agree that they shall be entitled to seek all available legal and equitable remedies for the breach of this Confidentiality Agreement.

**4.6.** The terms and conditions of this Confidentiality Agreement may be modified only in a writing signed by VNDS and Registrar.

**4.7.** EXCEPT AS MAY OTHERWISE BE SET FORTH IN A SIGNED, WRITTEN AGREEMENT BETWEEN THE PARTIES, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY OF ANY CONFIDENTIAL INFORMATION, AND THE PARTIES SHALL HAVE NO LIABILITY WHATSOEVER TO ONE ANOTHER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

**4.8.** If any part of this Confidentiality Agreement is found invalid or unenforceable, such part shall be deemed stricken herefrom and the Parties agree: (a) to negotiate in good faith to amend this Confidentiality Agreement to achieve as nearly as legally possible the purpose or effect as the stricken part, and (b) that the remainder of this Confidentiality Agreement shall at all times remain in full force and effect.

**4.9.** This Confidentiality Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof.

**4.10.** Any obligation imposed by this Confidentiality Agreement may be waived in writing by the disclosing party. Any such waiver shall have a one-time effect and shall not apply to any subsequent situation regardless of its similarity.

**4.11.** Neither Party has an obligation under this Confidentiality Agreement to purchase, sell, or license any service or item from the other Party.

**4.12.** The Parties do not intend that any agency or partnership relationship be

created between them by this Confidentiality Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, duly authorized representatives of VNDS and Registrar have executed this Confidentiality Agreement in Virginia on the dates indicated below.

Company Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

VNDS  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit D**  
**REGISTRATION FEES**

**1. Domain-Name Initial Registration Fee**

Registrar agrees to pay US \$4.65, plus a US \$0.75 ICANN fee, per annual increment of an initial domain name registration, or such other amount as may be established in accordance with Section 5.1(b) above.

**2. Domain-Name Renewal Fee**

Registrar agrees to pay US \$4.65, plus a US \$0.75 ICANN fee, per annual increment of a domain name registration renewal, or such other amount as may be established in accordance with Section 5.1(b) above.

**3. Domain Name Transfer**

Registrar agrees to pay US \$4.65, plus a US \$0.75 ICANN fee, per domain name that is transferred to Registrar from another ICANN-Accredited Registrar, or such other amount as may be established in accordance with Section 5.1(b) above.

**4. Restore or Update**

Registrar agrees to pay US \$40.00 per use of the RRP Restore or EPP Update command for a domain name, or such other amount as may be established in accordance with Section 5.1(b) above.

**5. Sync**

Registrar agrees to pay US \$2.00, plus \$1.00 per month of the sync, for each use of the Supported Protocol Sync command, or such other amount as may be established in accordance with Section 5.1(b) above.

## Exhibit E Service Level Agreement

VeriSign, Inc. and its wholly owned subsidiaries as applicable ("**Registry Operator**") strive to provide a world-class level of service to its customers. This Service Level Agreement ("**SLA**") provides remedies in the form of SLA Credits (as defined in Section 2 below) should the operational performance of Registry Operator fall below certain Performance Specifications identified in Appendix 7.

### 1. Definitions.

Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in the Registry Agreement, including, but not limited to Appendix 7.

### 2. SLA Credits.

If the Registry Operator fails to meet the Performance Specifications defined in Appendix 7, Part 7 thereof, to which Credit Levels apply, the Registry Operator shall pay credits to ICANN-Accredited Registrar(s) in accordance with the identified Credit Level for such failed Performance Specifications metrics, calculated in accordance with the Credit Level tables set forth in this Section 2 ("**SLA Credit**"). The SLA Credit due to each ICANN-Accredited Registrar shall be paid as an offset to registrations and other fees owed to Registry Operator by the ICANN-Accredited Registrar. SLA Credits represent the total credits, penalties and/or liabilities that may be assessed to the Registry Operator for a breach of the Performance Specifications set forth in Appendix 7. All SLA Credits shall be paid in U.S. Dollars. The Credit Level Table (Refer to Table SLA Credits) indicates the corresponding Credit Level for each Performance Specification to which Credit Levels apply. This SLA will be reconciled on a quarterly basis and unless otherwise specified in this SLA, SLA Credits will be issued on a quarterly basis.

**TABLE SLA Credits**

<b>App. 10 Reference</b>	<b>Performance Specification</b>	<b>SRS</b>	<b>Name Server</b>	<b>Whois</b>
2.2, 2.3, 2.4	Service Availability	Level 2	Level 1	Level 2
3.1	Planned Outage – Duration	Level 6	NA	NA
3.2	Planned Outage – Timeframe	Level 5	NA	NA
3.3	Planned Outage – Notification	Level 5	NA	NA
4.1	Extended Planned Outage – Duration	Level 6	NA	NA
4.2	Extended Planned Outage – Timeframe	Level 5	NA	NA
4.3	Extended Planned Outage – Notification	Level 5	NA	NA

5.1	Processing Time – Check Domain	Level 3	NA	NA
5.2	Processing Time – Add/Create Domain	Level 3	NA	NA
5.3	Processing Time – Modify/Update and Delete Domain	Level 3	NA	NA
5.4	Processing Time – Whois Query	NA	NA	Level 3
5.5	Processing Time – DNS Name Server Resolution	NA	Level 3	NA
6.1	Update Frequency – DNS Name Server	NA	Level 4	NA
6.2	Update Frequency – Whois	NA	NA	Level 4

2.1 Credit Level 1 – Credit Level 1 is assessed for DNS Name Server Service Availability less than 100% per Monthly Timeframe. If the DNS Name Server Service Availability Performance Specification is not met, the SLA Credit for Credit Level 1 shall be payable to active ICANN-Accredited Registrars 30 days after the applicable calendar month in which the Service Availability Performance Specification was not met. For purposes of this Appendix 10, an “active” ICANN-Accredited Registrar is one who has registered greater than 150 net new .net domain names in the previous Monthly Timeframe.

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrars net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the Monthly Credit Amount set forth in Table Credit Level 1.

**Table Credit Level 1**

	< 30 sec.'s	30-60 sec.'s	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
SLA Credit Amount	\$ 100,000	\$ 175,000	\$250,000	\$400,000	\$750,000	\$1,000,000

2.2 Credit Level 2 – Credit Level 2 is assessed for SRS Service Availability less than 99.99% per calendar year and for Whois Service Availability less than 100% per Monthly Timeframe. If a Service Availability Performance Specifications metrics are not met, the SLA Credit for Credit Level 2 shall be credited directly to active ICANN-Accredited Registrar(s) that meet the requirements of Section 3 below in an amount equal to the duration of the outage times (OT) times the average daily number of .net

registrations over the previous three (3) months (NRAvg) times the .net wholesale fee divided by the number of minutes per day (1,440 minutes).

Active ICANN-Accredited Registrar would be credited:

$$\frac{(.net \text{ Registry Fee}) * (OT) * (NRAvg)}{(1,440 \text{ minutes})}$$

(1,440 minutes)

Additionally, for any month where the total combined Unplanned Outage of SRS and Whois is greater than 30 minutes, Registry Operator will credit active ICANN-Accredited Registrars that meet the requirements of Section 3 below One Thousand Dollars (\$1,000).

2.3 Credit Level 3 – Credit Level 3 is assessed for failure to meet the Performance Specifications for the Processing Time for check domain, add/create, modify/update and delete domain commands, and DNS Name Server Resolution and Whois queries. If the Processing Time Performance Specifications metrics are not met, the SLA Credit for Credit Level 3 (Refer to Table Credit Level 3) shall be payable to active ICANN-Accredited Registrars in an amount based upon the % of time that the Processing Time exceeds the applicable Performance Specifications metric.

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrars net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of net new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the SLA Credit Amount set forth in Table Credit Level 3 within 30 days after the applicable calendar month.

**Table Credit Level 3**

	5 – 10%	10 – 25%	25 - 50%	> 50%
SLA Credit Amount	\$500	\$1,000	\$2,000	\$5,000

2.4 Credit Level 4 – Credit Level 4 is assessed for failure to meet the Performance Specifications for Update frequencies for DNS Name Server and Whois. If the Update frequency Performance Specifications metrics are not met, the SLA Credit for Credit Level 4 (Refer to Table Credit Level 4) shall be payable to active ICANN-Accredited Registrars in an amount based upon the % of time that the Update frequency exceeds the applicable Performance Specifications metric; provided, however, that SLA Credits shall not be available for Whois Update frequency until after March 31, 2006.

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrar's net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the SLA Credit Amount set forth in Table Credit Level 4.

**Table Credit Level 4**

	Up to 15 minutes over	15 minutes to 1 hour	1 hour to 12 hours	> 12 hours
SLA Credit Amount	\$500	\$1,000	\$2,000	\$5,000

2.5 Credit Level 5 - Credit Level 5 is assessed for failure to meet the Performance Specifications for Planned Outage Timeframe, Planned Outage Notification, Extended Planned Outage Timeframe and Extended Planned Outage Notification. If the Performance Specifications metrics are not met, the SLA Credit for Credit Level 5 shall be payable to each active ICANN-Accredited Registrar that meets the requirements of Section 3 below in an amount equal to such active ICANN-Accredited Registrar's net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times One Thousand Dollars (\$1,000).

2.6 Credit Level 6 – Credit Level 6 is assessed for failure to meet the Performance Specifications for Planned Outage Duration and Extended Planned Outage Duration. If the Performance Specifications are not met, the SLA Credit for Credit Level 6 shall be payable directly to active ICANN-Accredited Registrar(s) that meet the requirements of Section 3 below in an amount equal to the Average Daily Volume (ADM) of net .net new adds as averaged over the course of the previous three months times the Planned Duration Overage (PDO) in minutes times the SLA Credit graduated financial penalty set forth in Table Credit Level 6. For purposes of this Appendix 10, PDO is calculated by subtracting the maximum allowable time in hours and minutes for an Planned Outage Duration or Extended Planned Outage Duration, as applicable, from the total outage in hours and minutes.

**Table Credit Level 6**

	1 to 15 minutes	15 minutes to	1 to 3 hours	3 – 6 hours	> 6 hours

		1 hour			
SLA Credit	ADM*PDO*\$.25	ADM*PDO*\$.5	ADM*PDO*\$1	ADM*PDO*\$1.50	ADM*PDO*\$2

### 3. Registrar Responsibilities.

In order for ICANN-Accredited Registrars to claim SLA Credits outlined in this Appendix 10, the procedures of this Section 3 must be strictly followed.

3.1 The affected ICANN-Accredited Registrar must report each occurrence of alleged failure by Registry Operator to meet a Performance Specification and make a request for SLA Credit to the Registry Operator's customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone) in order to be eligible for a SLA Credit.

3.2 Each ICANN-Accredited Registrar must inform the Registry Operator any time its estimated volume of transactions (excluding check domain commands) is expected to exceed the ICANN-Accredited Registrar's previous month's volume by more than 25%. In the event that an ICANN-Accredited Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more and the ICANN-Accredited Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions for the Registry Operator for all ICANN-Accredited Registrars for that month exceed the Registry Operator's actual volume of the previous month's transactions by more than 20%, then the ICANN-Accredited Registrar will not be eligible for any SLA Credits outlined in this SLA in that Monthly Timeframe. An ICANN-Accredited Registrar shall provide such forecast at least 30 days prior to the first day of the applicable calendar month. Registry Operator agrees to provide monthly transaction summary reports to ICANN-Accredited Registrars via e-mail.

3.3 The affected ICANN-Accredited Registrar must provide documentation to support its claim for a SLA Credit. An ICANN-Accredited Registrar shall provide documentation in the form of either:

a) ICANN-Accredited Registrar initiated notification(s) to the Registry Operator of a Performance Specification that exceeded SLA limits or failed to meet SLA requirements, including the trouble ticket number issued by the Registry Operator. The closing ticket(s) should be included as well in order to determine the total downtime (unless the trouble ticket includes this); or

b) Notification from the Registry Operator (with trouble ticket number attached) of a Performance Specification that exceeded SLA limits or failed to meet SLA requirements. The closing ticket(s) should be included as well in order to determine the total downtime (unless the trouble ticket includes this).

3.4 In order to calculate credits, the affected ICANN-Accredited Registrar must include volume figures for the past three (3) calendar months (or, if less, such amount of time that the ICANN-Accredited Registrar has been authorized to register names in the .net registry) and a certification that these numbers accurately reflect the minimum number of registrations that would be covered during the affected period.

3.5 Registry Operator shall perform the required measurements in order to corroborate the total SLA Credits requested by ICANN-Accredited Registrar. Such measurements and associated documentation shall be delivered by e-mail to each of the ICANN-Accredited Registrars requesting a SLA Credit.

3.6 When the above steps have been accurately completed, Registry Operator shall provide notification of the number of SLA Credits that will be entered in the affected ICANN-Accredited Registrar's account that can be used immediately toward .net domain name registrations and other fees owed to Registry Operator by the ICANN-Accredited Registrar.

#### **4. Obligations.**

4.1 Except in the case of cross-network name server performance (which is not a subject of this Service Level Agreement), Registry Operator will perform monitoring from at least two external locations and a minimum of one internal location as a means to verify that a) sessions can effectively be established and b) RRP and/or EPP commands can be successfully completed.

4.2 In the event that all ICANN-Accredited Registrars are affected by a SRS unavailability, the Registry Operator is responsible for opening a blanket trouble ticket and immediately notifying all ICANN-Accredited Registrar of the trouble ticket number and details.

4.3 In the event that the System Services are unavailable to an individual ICANN-Accredited Registrar, Registry Operator will use commercially reasonable efforts to re-establish the affected System Services for such ICANN-Accredited Registrar as soon as reasonably practicable. Any System Services unavailability attributable to any individual ICANN-Accredited Registrar that does not represent a System Services outage will not result in SLA Credits or be subject to this SLA.

4.4 ICANN-Accredited Registrar(s) and the Registry Operator agree to use reasonable commercial good faith efforts to establish the cause of any alleged System Services unavailability. If it is mutually determined to be a Registry Operator problem, the System Services unavailability will be subject to this SLA.

4.5 The Registry Operator will use commercially reasonable efforts to restore any System Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered System Services

unavailability, impact the Performance Specifications set forth in Appendix 7, or be subject to this SLA.

4.6 The Registry Operator will open incident trouble tickets within a commercially reasonable period of time and will treat all system performance problems in order of decreasing severity and fix them within a commercially reasonable period of time. Incidents flagged by the measurement system will also qualify as ticketed events and will be subject to this SLA.

4.7 The Registry Operator will publish monthly system performance and Service Availability reports.

## **5. Miscellaneous.**

5.1 This SLA is independent of any rights, obligations or duties set forth in the Registry Agreement. In the event of any conflict between the terms and conditions of this SLA and the Registry Agreement, the Registry Agreement shall control.

5.2 As an addendum to the Registry-Registrar Agreement (“**RRA**”), no provision in this SLA is intended to replace any term or condition in the RRA.

5.3 Dispute Resolution will be handled per RRA Section 6.7.

5.4 Any interruption of System Services that occurs, as a direct result of RRA Sections 2.12, 5.4, or 6.3, any other applicable provision within the RRA, or Registry Operator’s compliance with any Consensus Policy established after the Effective Date, will not be subject to this SLA, but only to the extent and for so long as such interruption of System Services is unavoidable by commercially reasonable efforts due to Registry Operator’s compliance with such provisions within the RRA or any Consensus Policy established after the Effective Date.

# **.NET Registry Agreement Appendix 9**

## **Approved Services**

(date to be inserted)

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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, VeriSign shall be free to deploy the following services:

- ConsoliDate, in accordance with VeriSign's Registrar Reference Manual(v2.2) Section 2.14 to 2.14.3;
- Internationalized Domain Names, in accordance with the Letter from Rusty Lewis to Paul Twomey dated 13 October 2003;
- Redemption Grace Period, in accordance with VeriSign's Registrar Reference Manual (v2.2) Section 2.5.1.1-2.5.1.3; and
- Wait Listing Service, in accordance with the letter from John O. Jeffrey to Russell Lewis dated 26 January 2004.

# .NET Registry Agreement Appendix 10

## Service Level Agreement (SLA)

(date to be inserted)

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The VeriSign, Inc. ("**Registry Operator**") registry strives to provide a world-class level of service to its customers. This Service Level Agreement ("**SLA**") provides remedies in the form of SLA Credits (as defined in Section 2 below) should the operational performance of Registry Operator fall below certain Performance Specifications identified in Appendix 7.

### 1. Definitions.

Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to them in the Registry Agreement, including, but not limited to Appendix 7.

### 2. SLA Credits.

If the Registry Operator fails to meet the Performance Specifications defined in Appendix 7, Part 7 thereof, to which Credit Levels apply, the Registry Operator shall pay credits to ICANN-Accredited Registrar(s) in accordance with the identified Credit Level for such failed Performance Specifications metrics, calculated in accordance with the Credit Level tables set forth in this Section 2 ("**SLA Credit**"). The SLA Credit due to each ICANN-Accredited Registrar shall be paid as an offset to registrations and other fees owed to Registry Operator by the ICANN-Accredited Registrar. SLA Credits represent the total credits, penalties and/or liabilities that may be assessed to the Registry Operator for a breach of the Performance Specifications set forth in Appendix 7. All SLA Credits shall be paid in U.S. Dollars. The Credit Level Table (Refer to Table SLA Credits) indicates the corresponding Credit Level for each Performance Specification to which Credit Levels apply. This SLA will be reconciled on a quarterly basis and unless otherwise specified in this SLA, SLA Credits will be issued on a quarterly basis.

**TABLE SLA Credits**

<b>App. 10 Reference</b>	<b>Performance Specification</b>	<b>SRS</b>	<b>Name Server</b>	<b>Whois</b>
2.2, 2.3, 2.4	Service Availability	Level 2	Level 1	Level 2
3.1	Planned Outage - Duration	Level 6	NA	NA
3.2	Planned Outage - Timeframe	Level 5	NA	NA
3.3	Planned Outage - Notification	Level 5	NA	NA
4.1	Extended Planned Outage - Duration	Level 6	NA	NA
4.2	Extended Planned Outage - Timeframe	Level 5	NA	NA
4.3	Extended Planned Outage - Notification	Level 5	NA	NA
5.1	Processing Time - Check Domain	Level 3	NA	NA

5.2	Processing Time - Add/Create Domain	Level 3	NA	NA
5.3	Processing Time - Modify/Update and Delete Domain	Level 3	NA	NA
5.4	Processing Time - Whois Query	NA	NA	Level 3
5.5	Processing Time - DNS Name Server Resolution	NA	Level 3	NA
6.1	Update Frequency - DNS Name Server	NA	Level 4	NA
6.2	Update Frequency - Whois	NA	NA	Level 4

2.1 Credit Level 1 - Credit Level 1 is assessed for DNS Name Server Service Availability less than 100% per Monthly Timeframe. If the DNS Name Server Service Availability Performance Specification is not met, the SLA Credit for Credit Level 1 shall be payable to active ICANN-Accredited Registrars 30 days after the applicable calendar month in which the Service Availability Performance Specification was not met. For purposes of this Appendix 10, an "active" ICANN-Accredited Registrar is one who has registered greater than 150 net new .net domain names in the previous Monthly Timeframe.

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrars net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the Monthly Credit Amount set forth in Table Credit Level 1.

**Table Credit Level 1**

	< 30 sec.'s	30-60 sec.'s	1-2 min.'s	2-10 min.'s	10-30 min.'s	over 30 min.'s
SLA Credit Amount	\$ 100,000	\$ 175,000	\$250,000	\$400,000	\$750,000	\$1,000,000

2.2 Credit Level 2 - Credit Level 2 is assessed for SRS Service Availability less than 99.99% per calendar year and for Whois Service Availability less than 100% per Monthly Timeframe. If a Service Availability Performance Specifications metrics are not met, the SLA Credit for Credit Level 2 shall be credited directly to active ICANN-Accredited Registrar(s) that meet the requirements of Section 3 below in an amount equal to the duration of the outage times (OT) times the average daily number of .net registrations over the previous three (3) months (NRAvg) times the .net wholesale fee divided by the number of minutes per day (1,440 minutes).

Active ICANN-Accredited Registrar would be credited:

$$\frac{(.net \text{ Registry Fee}) * (OT) * (NRAvg)}{(1,440 \text{ minutes})}$$

Additionally, for any month where the total combined Unplanned Outage of SRS and Whois is greater than 30 minutes, Registry Operator will credit active ICANN-Accredited Registrars that meet the requirements of Section 3 below One Thousand Dollars (\$1,000).

2.3 Credit Level 3 - Credit Level 3 is assessed for failure to meet the Performance Specifications for the Processing Time for check domain, add/create, modify/update and delete domain commands, and DNS Name Server Resolution and Whois queries. If the Processing Time Performance Specifications metrics are not met, the SLA Credit for Credit Level 3 (Refer to Table Credit Level 3) shall be payable to active ICANN-Accredited Registrars in an amount based upon the % of time that the Processing Time exceeds the applicable Performance Specifications metric. ~~provided, however, the SLA Credits shall not be available for Whois Update frequency until after March 31, 2006.~~

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrars net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of net new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the SLA Credit Amount set forth in Table Credit Level 3 within 30 days after the applicable calendar month.

**Table Credit Level 3**

	5 - 10%	10 - 25%	25 - 50%	> 50%
SLA Credit Amount	\$500	\$1,000	\$2,000	\$5,000

2.4 Credit Level 4 - Credit Level 4 is assessed for failure to meet the Performance Specifications for Update frequencies for DNS Name Server and Whois. If the Update frequency Performance Specifications metrics are not met, the SLA Credit for Credit Level 4 (Refer to Table Credit Level 4) shall be payable to active ICANN-Accredited Registrars in an amount based upon the % of time that the Update frequency exceeds the applicable Performance Specifications metric.

Each active ICANN-Accredited Registrar that meets the requirements of Section 3 below would be credited an amount equal to such active ICANN-Accredited Registrar's net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times the SLA Credit Amount set forth in Table Credit Level 4.

**Table Credit Level 4**

	Up to 15 minutes over	15 minutes to 1 hour	1 hour to 12 hours	> 12 hours
SLA Credit Amount	\$500	\$1,000	\$2,000	\$5,000

2.5 Credit Level 5 - Credit Level 5 is assessed for failure to meet the Performance Specifications for Planned Outage Timeframe, Planned Outage Notification, Extended Planned Outage Timeframe and Extended Planned Outage Notification. If the Performance Specifications metrics are not met, the SLA Credit for Credit Level 5 shall be payable to each active ICANN-Accredited Registrar that meets the requirements of Section 3 below in an amount equal to such active ICANN-Accredited Registrar's net new .net domain name registrations during the applicable Monthly Timeframe divided by the net amount of new .net domain name registrations for all active ICANN-Accredited Registrars within the applicable Monthly Timeframe times One Thousand Dollars (\$1,000).

2.6 Credit Level 6 - Credit Level 6 is assessed for failure to meet the Performance Specifications for Planned Outage Duration and Extended Planned Outage Duration. If the Performance Specifications are not met, the SLA Credit for Credit Level 6 shall be payable directly to active ICANN-Accredited Registrar(s) that meet the requirements of Section 3 below in an amount equal to the Average Daily Volume (ADM) of net .net new adds as averaged over the course of the previous three months times the Planned Duration Overage (PDO) in minutes times the SLA Credit graduated financial penalty set forth in Table Credit Level 6. For purposes of this Appendix 10, PDO is calculated by subtracting the maximum allowable time in hours and minutes for an Planned Outage Duration or Extended Planned Outage Duration, as applicable, from the total outage in hours and minutes.

**Table Credit Level 6**

	1 to 15 minutes	15 minutes to 1 hour	1 to 3 hours	3 - 6 hours	> 6 hours
SLA Credit	ADM*PDO*\$.25	ADM*PDO*\$.5	ADM*PDO*\$1	ADM*PDO*\$1.50	ADM*PDO*\$2

### 3. Registrar Responsibilities.

In order for ICANN-Accredited Registrars to claim SLA Credits outlined in this Appendix 10, the procedures of this Section 3 must be strictly followed.

3.1 The affected ICANN-Accredited Registrar must report each occurrence of alleged failure by Registry Operator to meet a Performance Specification and make a request for SLA Credit to the Registry Operator's customer service help desk in the manner required by the Registry Operator (i.e., e-mail, fax, telephone) in order to be eligible for a SLA Credit.

3.2 Each ICANN-Accredited Registrar must inform the Registry Operator any time its estimated volume of transactions (excluding check domain commands) is expected to exceed the ICANN-Accredited Registrar's previous month's volume by more than 25%. In the event that an ICANN-Accredited Registrar fails to inform Registry Operator of a forecasted increase of volume of transactions of 25% or more and the ICANN-Accredited Registrar's volume increases 25% or more over the previous month, and should the total volume of transactions for the Registry Operator for all ICANN-Accredited Registrars for that month exceed the Registry Operator's actual volume of the previous month's transactions by more than 20%, then the ICANN-Accredited Registrar will not be eligible for any SLA Credits outlined in this SLA in that Monthly Timeframe. An ICANN-Accredited Registrar shall provide such forecast at least 30 days prior to the first day of the applicable calendar month. Registry Operator agrees to provide monthly transaction summary reports to ICANN-Accredited Registrars via e-mail.

3.3 The affected ICANN-Accredited Registrar must provide documentation to support its claim for a SLA Credit. An ICANN-Accredited Registrar shall provide documentation in the form of either:

a) ICANN-Accredited Registrar initiated notification(s) to the Registry Operator of a Performance Specification that exceeded SLA limits or failed to meet SLA requirements, including the trouble ticket number issued by the Registry Operator. The closing ticket(s) should be included as well in order to determine the total downtime (unless the trouble ticket includes this); or

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3.5 Registry Operator shall perform the required measurements in order to corroborate the total SLA Credits requested by ICANN-Accredited Registrar. Such measurements and associated documentation shall be delivered by e-mail to each of the ICANN-Accredited Registrars requesting a SLA Credit.

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4.1 Except in the case of cross-network name server performance (which is not a subject of this Service Level Agreement), Registry Operator will perform monitoring from at least two external locations and a minimum of one internal location as a means to verify that a) sessions can effectively be established and b) ~~RRP and/or~~ EPP commands can be successfully completed.

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4.5 The Registry Operator will use commercially reasonable efforts to restore any System Services within 24 hours after the termination of a force majeure event and restore full system functionality within 48 hours after the termination of a force majeure event. Outages due to a force majeure will not be considered System Services unavailability, impact the Performance Specifications set forth in Appendix 7, or be subject to this SLA.

4.6 The Registry Operator will open incident trouble tickets within a commercially reasonable period of time and will treat all system performance problems in order of decreasing severity and fix them within a commercially reasonable period of time. Incidents flagged by the measurement system will also qualify as ticketed events and will be subject to this SLA.

4.7 The Registry Operator will publish monthly system performance and Service Availability reports.

#### **5. Miscellaneous.**

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5.3 Dispute Resolution will be handled per RRA Section 6.7.

5.4 Any interruption of System Services that occurs, as a direct result of RRA Sections 2.12, 5.4, or 6.3, any other applicable provision within the RRA, or Registry Operator's compliance with any Consensus Policy established after the Effective Date, will not be subject to this SLA, but only to the extent and for so long as such interruption of System Services is unavoidable by commercially reasonable efforts due to Registry Operator's compliance with such provisions within the RRA or any Consensus Policy established after the Effective Date.