

## Amendment No. 2 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Public Interest Registry agree, effective as of \_\_\_\_\_ (“Amendment No. 2 Effective Date”), that the modification set forth in this amendment No. 2 (the “Amendment”) is made to the 06 March 2014 .ong Registry Agreement between the parties, as amended (the “Agreement”).

The parties hereby agree to amend Exhibit A of the Agreement by deleting the following section 5 in its entirety:

[START OLD TEXT]

### **“5. TLD Bundling Service**

Registry Operator must bundle names at the second or lower levels (regardless of whether they are in withheld, allocated, activated or any other status) between this TLD and all other bundled top-level domains (the “TLD Bundle”). This TLD Bundle is defined as the set composed of the TLD and **.NGO**.

A Technical Bundle is a set of two or more domain names in the TLD Bundle, with identical data elements for the objects defined in the EPP RFCs 5730, 5731, 5732 (if using host objects), 5733, 5734, and any service defined in Exhibit A of the applicable Registry Agreement for each top-level domain in the TLD Bundle. The public key information related to the domain name as described in RFC 5910, and the name server information as described in RFC 5731 may be different per domain name in the Technical Bundle.

Due to the nature of the TLD Bundling Service, Registry Operator hereby acknowledges and agrees that operation of each top-level domain in the TLD Bundle must be identical, and that all services, actions, changes, decisions, requirements, etc. that are implemented that impact any one top-level domain in the TLD Bundle must also be applied to all other top-level domains in the TLD Bundle. The following contents of the TLD's zone file may be different for every top-level domain in the TLD Bundle: Apex SOA record, apex NS records and in-bailiwick glue for the TLD's DNS servers, and records associated with signing the TLD zone (e.g. RRSIG, DNSKEY, NSEC, and NSEC3). It is the Registry Operator's sole and absolute responsibility to ensure such consistency is maintained across the TLD Bundle, and failure to do so may be considered a matter of compliance and/or a material breach of this Agreement, as well as the agreement for all other top-level domains in the TLD Bundle. More specifically, for example and not by way of limitation, the Registry Operator:

1. Agrees, in light of the intertwined operation of all top-level domains in the TLD Bundle, that ICANN shall have the right to initiate dispute resolution and/or terminate the Registry Agreement for all top-level domains in the TLD Bundle where it has proper right and authority to initiate dispute resolution and/or terminate the Registry Agreement for any one top-level domain in the TLD Bundle.
2. Must offer the same services listed in the Exhibit A in all the top-level domains in the TLD Bundle.

3. Must apply the same registration policies for all top-level domains in the TLD Bundle.
4. Agrees that initial and renewal registrations in each top-level domain in the TLD Bundle, regardless of the top-level domain under which the registration was requested, shall be considered a “transaction” per the provisions of Section 6 of the Agreement and as further detailed in Specification 3 thereof.
5. Must (i) utilize the same Data Escrow Agent across the TLD Bundle and (ii) execute a Data Escrow Agreement for each individual top-level domain in the TLD Bundle.
6. Shall ensure Data Escrow deposits are created for every top-level domain in the TLD Bundle, the data elements of the objects in the data escrow deposit must be same across all the top-level domains in the TLD Bundle, and the watermark of the deposits should be as close as possible across all the top-level domains in the TLD Bundle.
7. May not assign any individual Registry Agreement for any one top-level domain in the TLD Bundle, and, to the extent it desires to assign the Registry Agreement for all top-level domains in the TLD Bundle, must adhere to the provisions of Section 7.5 of the Agreement.
8. Must apply the same Name Collision mitigation method described in the Name Collision Occurrence Assessment for all the top-level domains in the TLD Bundle.
9. Must ensure that any RSEP request submitted contemplates and is applicable to all top-level domains in the TLD Bundle, and further agrees that any such request will be evaluated by ICANN accordingly.
10. Must ensure that a registrar authorized to register names in any one top-level domain in the TLD Bundle is also authorized to register names for all top-level domains in the TLD Bundle.
11. Agrees that an emergency transition of this TLD will trigger the emergency transition of all top-level domains in the TLD Bundle.
12. Agrees that ICANN may draw on the COI provided for each top-level domain in the TLD Bundle in the event it is permitted to draw under the Registry Agreement for any one top-level domain in the TLD Bundle.
13. Must ensure that any name reserved, withheld from reservation, registered or activated in accordance with Specification 5 is the same across all top-level domains in the TLD Bundle.
14. Must implement and adhere to any remedies imposed on any one top-level domain in the TLD Bundle resulting from any Dispute Resolution Mechanism decision across all top-level domains in the TLD Bundle.
15. Agrees that an exemption to the Registry Operator Code of Conduct set forth in

Specification 9 may not be granted to any one top-level domain in the TLD Bundle unless all top-level domains in the TLD Bundle meet the qualifications thereunder.

16. Must, to the extent any voluntary PICs have been incorporated in Specification 11 for any top-level domain in the TLD Bundle, observe those PICs as applied to all top-level domains in the TLD Bundle, and, if there are variances among the voluntary PICs of Specification 11 for the top-level domains in the TLD Bundle, the combination of all voluntary PICs of all top-level domains will be applicable across all the top-level domains in the TLD Bundle.
17. Must, to the extent any Community Registration Policies have been incorporated in Specification 12 for any top-level domain in the TLD Bundle, observe those Community Registration Policies as applied to all top-level domains in the TLD Bundle, and, if there are variances among the Community Registration Policies of Specification 12 for the top-level domains in the TLD Bundle, the combination of all Community Registration Policies of all top-level domains will be applicable across all the top-level domains in the TLD Bundle.
18. Agrees that Specification 13 may not be issued to any one top-level domain in the TLD Bundle unless all top-level domains in the TLD Bundle meet the qualifications thereunder.
19. May receive transform commands (including transfer commands) using any of the top-level domains in the TLD Bundle, and such command will be processed for the label across all top-level domains in the TLD Bundle (the Registrar will receive a successful response from the Registry only if the command can be successfully applied to all the top-level domains in the TLD Bundle).
20. Must process DNSSEC public key information transform commands for each top-level domain in the TLD Bundle.
21. May process name server information transform commands for each top-level domain in the TLD Bundle.
22. To the extent it offers IDN registration at the second or lower levels, must ensure the languages and/or scripts are the same across all top-level domains in the TLD Bundle, the IDN tables are the same across all top-level domains in the TLD Bundle and, for each language/script supported, have the same IDN variant names, and follow a consistent policy for those names across all top-level domains of the TLD Bundle.”

[END OLD TEXT]

Each party hereby acknowledges and agrees that this Amendment shall not be construed as a waiver of any provision of the Agreement by any party hereto, nor shall it in any way affect the validity of, or the right of any party hereto, to enforce the provisions of the Agreement. The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of the Agreement will remain in full force and effect. All capitalized

terms not defined will have the meaning given to them in the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same instrument.

**ACCEPTED AND AGREED:**

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
Theresa Swinehart  
Senior Vice President, Global Domains and Strategy

**PUBLIC INTEREST REGISTRY**

By: \_\_\_\_\_  
Daphne Archilla  
Senior Director of Registry Services and Customer Support