

## **.ORG Registry Agreement: Appendix 7 Functional and Performance Specifications**

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

1. 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. Performance Specifications

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

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

Registry Operator has implemented, and shall maintain support of, the Extensible Provisioning Protocol (“EPP”) in conformance with the Proposed Standard and Informational RFCs 3730, 3731, 3732, 3734, 3735, 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.

### **2. Supported initial and renewal registration periods**

a. 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.

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

c. 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.

d. 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 and Pending 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 of an existing domain,
- Auto-Renew of an existing domain;
- Transfer of an existing domain; and
- Deletion of an existing domain.
- Restore of a deleted domain

Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the ICANN Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part. Restore is accomplished either by using the Restore screen in the web-based administrative site, or by using the EPP RENEW command with the RGP extension; provided, however, that in the case of (i) Bulk Transfers under Part B of the ICANN Policy on Transfer of Registrations between Registrars and (ii) Large Incidents, Restore may be accomplished by e-mail or fax using a Restore Request Form as specified by Registry Operator.

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, Renew/Extend, 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 [on Exhibit A to the Registry-Registrar Agreement for excess 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.

Deleted: in its

Deleted: excessive

[Excess Deletes: An Excess Deletion Fee will be charged pursuant to Appendix 8, Exhibit A of the Registry Agreement when the number of deleted registrations within the five-day add grace period is in excess of ninety percent \(90%\) of the total number of initial registrations made by the registrar over a relevant time period as determined by PIR.](#)

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*Renew/Extend.* If a domain is renewed/extended within the *Add Grace Period*, there is no credit for the add. The account of the sponsoring Registrar at the time of the extension will be charged for the initial add plus the number of years the registration is extended. The expiration date of the domain registration is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Renew/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. 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 is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

*Renew/Extend.* 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 is deleted from the Registry database and is moved to the Redemption Grace Period (that is, to the status: Pending Delete – Restorable). See Section 3.2 for a description of overlapping grace period exceptions.

*Renew/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, Renew/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 is deleted from the Registry database and is moved to the Redemption Grace Period. See Section 3.2 for a description of overlapping grace period exceptions.

*Renew/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 Renew/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 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 Renew/Extend Grace Period, then the Registrar is credited the registration and extend amounts, taking into account the number of years for which the registration and extend were done. The domain is removed from the Registry database and is immediately available for registration by any Registrar.
- If a domain is auto-renewed, then extended, and then deleted within the Renew/Extend Grace Period, the registrar will be credited for any Auto-Renew fee charged and the number of years for the extension. The years that were added to the domain's expiration as a result of the auto-renewal and extension are removed. The deleted domain is moved to the Redemption Grace Period (that is, to the status: Pending Delete -- Restorable).

#### **3.2.1 Overlap Exception**

- If a domain is deleted within one or several Transfer Grace Periods, then only the current sponsoring Registrar is credited for the transfer amount. For example, if a domain is transferred from Registrar A to Registrar B and then to Registrar C and finally deleted by Registrar C within the Transfer Grace Period of the first and second transfers, then only the last transfer is credited to Registrar C.
- If a 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. EPP TRANSFER request or EPP RENEW request is denied.
- b. AUTO-RENEW is allowed.
- c. EPP DELETE request is denied.
- d. Bulk Transfer operations are allowed.
- e. EPP UPDATE request is denied.

After a transfer of a domain, the 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.

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

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

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.

2. An "Update" means a new release of the Licensed Product which may contain error corrections, minor enhancements, and, in certain circumstances, major enhancements.

3. An "Upgrade" means a new release of the Licensed Product which involves the addition of substantial or substantially enhanced functionality.

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 (where client changes are not required), Registry Operator will give each registrar notice prior to deploying the Updates into the production environment. The notice shall be at least thirty (30) days.

For Updates (where client changes are required) and Upgrades, Registry Operator will give each registrar notice prior to deploying the Update or Upgrade into the production environment. The notice shall be at least ninety (90) days. Such notice will include an initial notice before deploying the Update that requires changes to client applications or the Upgrade into the Operational Test and



Evaluation ("OT&E") environment to which all registrars have access. Registry Operator will maintain the Update or Upgrade in the OT&E environment for at least thirty (30) days, to allow each registrar the opportunity to modify its client applications and complete testing, before implementing the new code in the production environment. This notice period shall not apply in the event Registry Operator's system is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack or any other kind of excessive load where the Registry Operator's systems are rendered inaccessible or degraded by being subject to, without limitation:

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

## **6. Performance Specifications**

(A) Registry Operator shall use commercially reasonable efforts to provide Registry Services for the .org TLD. The Performance Specifications, defined below, provide a means to measure Registry Operator's delivery of Registry Services and, when applicable, allow for calculation of the SLA Credits as set forth in Appendix 10 to the Agreement.

### 1. Conventions.

The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.

2. Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Registry Agreement.

2.1 "Core Internet Service Failure" refers to 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.

2.2 "Current Pricing Level" refers to prices charged for Registry Services.

2.3 "C1" means Category 1, a mission critical service.

2.4 "C2" means Category 2, a mission important service.

2.5 "C3" means Category 3, a mission beneficial service.

2.6 "Degraded Performance" means a service not meeting the performance requirement set forth in this document. Round-trip time is used as the basis of this metric for all services except nameservice; for nameservice packet loss and Round-trip time are used as metrics.

2.7 "Monthly Timeframe" shall mean each single calendar month beginning and ending at 0000 Coordinated Universal Time (UTC).

2.8 "Monthly Unplanned Outage Time" shall be the sum of minutes of all Unplanned Outage Time during the Monthly Timeframe. Each minute of Unplanned Outage Time subtracts from the available Monthly Planned Outage Time up to four (4) hours.

2.9 "Not Responding" means a service will be deemed as "Not Responding" in the event that the Registry Component Ping (rcPing), as described in Section 7 below, responds with a negative or degraded service response.

2.10 "Planned Outage" means the periodic pre-announced occurrences during the Service Term when the System is taken out of service for maintenance or care. Planned Outages will only be scheduled during the following window period of time each week, 1300 to 2300 UTC on Saturday (the "Planned Outage Period"). The Planned Outage Period may be changed from time to time by the Registry Operator, in its sole discretion, upon prior notice to each Registrar. Planned Outages will not exceed four (4) hours/per calendar week beginning at 0000 UTC Monday nor total more than eight (8) hours/per Monthly Timeframe. Planned Outage for a nameserver shall not coincide with or overlap Planned Outage for any other nameserver. Notwithstanding the foregoing, in each calendar year Registry Operator may incur one (1) additional Planned Outage of up to eight (8) hrs in duration during the Planned Outage Period for major systems or software upgrades (an "Extended Planned Outage"). An Extended Planned Outage represents the total allowed Planned Outages for the month.

2.11 "Round-trip" means the amount of measured time, usually measured in milliseconds, that it takes for a reference query to make a complete trip from the sampling agent to the system or process being tested and back again.

2.12 "Service Availability" means when the System is operational and predictably responding in a commercially reasonable manner. By definition, neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Availability.

2.13 "Service Unavailability" means when, as a result of a failure of systems (with respect to systems that are within the Registry Operator's control):

2.13.1 With respect to services other than Whois Service and nameservice, Registrar is unable to establish a session with the System gateway which shall be defined as:

2.13.1.1 successfully complete a TCP session start,

2.13.1.2 successfully complete the SSL authentication handshake, and

2.13.1.3 successfully complete the Extensible Provisioning Protocol ("EPP") <login> or RRP login command.

2.13.2 With respect to all services, system monitoring tools register three (3) consecutive monitoring failures on any of the components listed in Section 3–System Services.

2.13.3 Neither Planned Outages nor Extended Planned Outages shall be considered or included in determining Service Unavailability.

2.14 "SLA" means the service level agreement between Registry Operator and Registrar set forth on Appendix 10.

2.15 "SLA Credit" means those credits available to the Registrar pursuant to the SLA.

2.16 "System" shall mean the list of components listed in Section 3–System Services.

2.17 "Transaction" shall mean chargeable Registry Services, which includes initial and renewal registrations.

2.18 "Unplanned Outage Time" shall mean all of the following:

2.18.1 With respect to services other than Whois Service and nameserver resolution, the amount of time recorded between a trouble ticket first being opened by the Registry Operator in response to a Service Unavailability experienced by a Registrar through the time when the Service Unavailability has been resolved with a final fix or a temporary work around. This will be considered Service Unavailability only for those individual Registrars impacted by the Service Unavailability;

2.18.2 With respect to services other than Whois Service and nameserver resolution, the amount of time recorded between a trouble ticket first being opened by the Registry Operator in the event of Service Unavailability that affects all Registrars through the time when the Registry Operator resolves the problem with a final fix or a temporary work around;

2.18.3 With respect to all services, the amount of time that Planned Outage time exceeds the limits established in Section 2.10 above; or

2.18.4 With respect to all services, the amount of time that Planned Outage time occurs outside the window of time established in Section 2.10 above.

2.19 "Whois Service" means the Registry Operator Whois Services described in Appendix O of the Registry Agreement.

2.20 With respect to the use of ".org nameservers" (Appendix D, Exhibit A) for definition of described testing, ".org nameservers" will refer to those hostnames and IP addresses associated for operation of the .org zone file delegation as listed within the root zone, and published by the Internet Assigned Numbers Authority.

### 3. System Services.

The following table lists, by category (C1, C2, or C3), the Registry System services for which availability and performance requirements are established. Services shall meet availability requirements according to their category, as listed in the "Cat." column below. In addition, various services must meet the performance requirements listed in the "Perf." column below. These availability and performance requirements are the subject of the Service Level Agreement (SLA) between Registry Operator and registrars as noted by the x marks below.

Component/Service	Cat.	Perf.	SLA
DNS			
• AXFR/IXFR Updates	C3	P5	x
• Resolution of queries within the .org TLD, each nameserver	C1	P4	
Whois			
• Singular query/response	C2	P3	
Billing			
• Account balance check/modify	C2		x
• Manual balance adjust	C3		x
Admin			
• Update Registrar profile	C3		x

• Update Registrar status	C3		x
Protocol Interface			
• Add/Renew/Delete/ Update	C2	P1	x
• Transfer	C2	P6	x
• Check	C2	P2	x

#### 4. Service Levels (Availability and Performance)

##### 4.1 Service Level Matrix

C1	Total duration of Unplanned Outage Time of C1 class services must not exceed 20 seconds per Monthly Timeframe. This represents a Service Availability percentage of 99.999%
	Total duration of Planned Outages of C1 class services must not exceed the limits set forth in the definition of Planned Outage above
C2	Total duration of Unplanned Outage Time of C2 class services must not exceed 240 minutes per monthly Timeframe. This represents a Service Availability percentage of 99.45%.
	Total duration of Planned Outages of C2 class services must not exceed the limits set forth in the definition of Planned Outage above
C3	Total duration of Unplanned Outage Time of C3 class services must not exceed 300 minutes per Monthly Timeframe. This represents a Service Availability percentage of 99.31%.
	Total duration of Planned Outages of C3 class services must not exceed the limits set forth in the definition of Planned Outage above
P1	For a single-entity payload, Round-trip time should not exceed 800ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple entity payload should materially perform consistent with the behavior of multiple, single entity payload operation.
P2	For a single-entity payload, Round-trip time should not exceed 400ms as measured by the

	system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should materially perform consistent with the behavior of multiple, single entity payload operation.
P3	For a singular query/response, Round-trip time should not exceed 800ms as measured by the system monitoring tools.
P4	Each nameserver achieves a measured Round-trip time of under 300ms and measured packet loss of under 10%. See Exhibit A for the measurement methodology.
P5	See Section 6.3 below.
P6	For a single-entity payload, Round-trip time should not exceed 1600ms as measured by the system monitoring tools that simulates a representative registrar. A request with a multiple-entity payload should materially perform consistent with the behavior of multiple, single entity payload operation.

#### 4.2 Service Definition and Service Level Requirement

Service Attribute	Unit of Measure	Commitment
DNS service availability from any nameserver (i.e., at least one nameserver available), minimum	percentage uptime	99.999%
DNS service availability from each nameserver, minimum	percentage uptime	99.93%
DNS query response rate for all nameservers combined, minimum absolute	queries/sec	Minimum 10,000/sec
DNS query response rate for each nameserver, minimum	% of measured load (busiest hour averaged over one month) on most	300% (see RFC 2780, sec. 2.3)

	loaded server	
Cross-network nameserver round-trip time, maximum	Milliseconds	300
Cross-network nameserver packet loss, maximum	Percentage	<10%
DNS update interval, maximum	Minutes	15
SRS service availability, minimum	percentage uptime	99.45%
SRS processing time, maximum for query operations	Milliseconds	400ms
SRS processing time, maximum for write operations	Milliseconds	800ms
SRS service planned outage duration, maximum	hours/month	8 hrs/month (includes Whois)
SRS service planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
SRS service planned outage notification, minimum	days	7 days
SRS service extended planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
Whois service availability, minimum	percentage uptime	99.45%
Whois query processing time, maximum	milliseconds	800 ms
Whois update interval, maximum	minutes	15
Whois service	hours/month	8 hrs/month (includes

planned outage duration, maximum		SRS)
Whois service planned outage timeframe	days and hours	13:00-23:00 UTC Saturday
Whois service planned outage notification, minimum	days	7 days

## 5. Measurement.

Except for nameserver performance measurements (P4), Registry Operator will monitor the System in accordance with the following principles.

### 5.1 System/Component Monitoring:

The services defined in this Appendix will be sampled and tested as to availability pursuant to the schedule attached hereto as Exhibit A.

### 5.2 Performance Monitoring:

The services defined in this Appendix will be sampled and tested as to their performance pursuant to the schedule attached hereto as Exhibit A. Services Not Responding within the Round-trip response times listed in Section 4 – Service Levels will be deemed suffering from Degraded Performance for the purposes of this Appendix.

Nameserver performance measurements will be conducted by ICANN according to Exhibit A.

## 6. Responsibilities of the Parties.

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

6.2 The Registry Operator will update the Whois Service on a near real-time basis. During normal operation, all registration and information updates sent from a Registrar to the Registry are stored in the primary database (database A). The information in database A is replicated to a backup database (database B) at regular intervals, normally within five (5) minutes. The Whois Service uses replicated databases as its source of information. The time lag in the Whois information update is determined by the database replication interval. Whois



may be serviced by multiple backup replicated databases (database B, C, D etc). The Registry Operator will notify Registrars in advance when changes to the Whois Service update schedule occur.

6.3 The Registry Operator will initiate the addition, deletion, or other modification of DNS zone information to its DNS service within 5 minutes after a Transaction. The Registry Operator will notify Registrar in advance when changes to the schedule occur. The Registry Operator will notify Registrars regarding any scheduled maintenance and unavailability of the TLD nameservers.

6.4 The Registry Operator will use commercially reasonable efforts to restore the critical systems of the System within 24 hours in the event of a force majeure and restore full system functionality within 48 hours. Outages due to a force majeure will not be considered Service Unavailability.

6.5 Beginning no later than 60 days post Commencement-of-Service Date, the Registry Operator will publish preliminary weekly system performance and availability reports. Registry Operator will use best efforts to finalize these reports no later than 30 days after the preliminary reports are provided.

6.6 The Registry Operator will provide Service Availability percentages during each Monthly Timeframe as listed in Section 4.1 – Service Level Matrix.

## 7. Miscellaneous.

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

7.2 Dispute Resolution will be handled pursuant to the terms of the Registry Agreement.

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## EXHIBIT A Sampling and Testing Schedule

The Registry Component Ping (rcPing) facility is used to determine two elements of service level agreement (SLA) compliance for the registry. The first level of compliance involves determining the availability of specific components/functions within the registry system. The second level of compliance involves determining if the components/functions are responding within a pre-determined time period.

The rcPing request is generated by a monitor (rcPing Monitor) component within the server complex. The interface/request handler which is responsible for receiving commands for the monitored components/functions should record the time of the request arriving, ping the monitored component/function, record the

stop time, determine the difference in milliseconds and respond with the integer value in milliseconds of the difference. The rcPing Monitor will time out if no response is received from the interface within a pre-determined interval. The rcPing request is specific to the component being monitored. Monitoring requests are sent independent of one another.

The following table lists the components to be monitored by the rcPing facility.

Component	Function	Interface	rcPing Command	Response Time
eppServer	AddDomain	eppServer	RcPingepp(add)	800
eppServer	renewDomain	eppServer	RcPingepp(renew)	800
eppServer	deleteDomain	eppServer	RcPingepp(delete)	800
eppServer	transferDomain	eppServer	RcPingepp(transfer)	800
eppServer	checkDomain	eppServer	RcPingepp(check)	400
radmin	updateRegistrar	Radmin	RcPingAdmin(update)	800
billingServer	checkBalance	eppServer	RcPingepp(checkBalance)	800
billingServer	updateBalance	eppServer	RcPingepp(updateBalance)	800
whois	whois	Whois	RcPingWhois(whois)	800
Dns	transfer	eppServer	RcPingepp(dnsTransfer)	800

Each component being monitored can be configured with the following:

1. The time-out threshold. A typical value for timeout is three (3) seconds.
2. The expected response time for each ping command, as listed above.
3. The interval at which the ping commands will be sent. A typical value for the sampling interval is five (5) minutes.
4. The number of consecutive failures (i.e. exceeded response times and ping time outs) that determine a non-compliance with the SLA for a single component. A typical value is three (3) consecutive failures.

The rcPing monitor will store all response time data in a database that will be archived on a daily basis.

#### Nameserver Availability and Performance Measurements

1. Availability of each .org nameserver shall be measured by the rcPing utility. A nameserver that does not respond to three consecutive ping requests (pings at five-minute intervals with three-second timeouts) will be considered as Not Responding.

2. Cross-Network Nameserver Performance Requirements. Nameserver Round-trip time 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 Service Level Exceptions and credits under the Service Level Agreement (Appendix E), but they are Registry Operator obligations under Subsection 3.3 of the Registry Agreement.

The committed Performance Specification for cross-network nameserver performance is a measured Round-trip time of under 300ms and measured packet loss of under 10%. Cross-network nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:

2.1. The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the .org nameservers and observing the responses from the .org nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).

2.2. Each string of request packets will consist of 100 UDP packets at 10 second intervals requesting ns records for arbitrarily selected .org 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 will be noted.

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

2.3.1. The Round-trip time and packet loss from each measurement location to at least one .org nameserver must not exceed the required values.

2.3.2. The Round-trip time to each of 75% of the .org nameservers from at least one of the measurement locations must not exceed the required value.

2.3.3. The packet loss to each of the .org nameservers from at least one of the measurement locations must not exceed the required value.

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

2.5. 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 will be deemed to have failed to meet the cross-network nameserver performance requirement only if the .org nameservers persistently fail (see item 1.1.3 above) the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

2.6. 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.

2.7. If, following that opportunity to cure, the .org nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem within thirty days after written notice of the continuing failures, Registry Operator will be deemed not to have met its obligations under Subsection 3.3 of the Registry Agreement.

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

## **.ORG Registry Agreement: Appendix 8 Registry-Registrar Agreement**

This Registry-Registrar Agreement (the "Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_, is made and entered into by and between PUBLIC INTEREST REGISTRY, a Pennsylvania non-profit corporation with its principal place of business located at 1775 Wiehle Avenue, Suite 102A, Reston, VA 20190 (PIR), and \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_ ("Registrar"). PIR and Registrar may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, PIR has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .ORG top-level domain;

WHEREAS, multiple registrars will provide Internet domain name registration services within the .ORG top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .ORG top-level domain.

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, PIR and Registrar, intending to be legally bound, hereby agree as follows:

### **1. DEFINITIONS**

**1.1.** The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

**1.2.** "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, intellectual property, databases, protocols, reference implementation and documentation, financial information, statistics and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this 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, including by email, within 15 days of the disclosure that it is confidential.

**1.3.** "DNS" means the Internet domain name system.

**1.4.** The "Effective Date" shall be the date first set forth above.

**1.5.** "EPP" means the Extensible Provisioning Protocol, which is the protocol used by the Registry System.

**1.6.** "ICANN" means the Internet Corporation for Assigned Names and Numbers.

**1.7.** "Personal Data" refers to data about any identified or identifiable natural person.

**1.8.** "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.ORG) levels, about which PIR 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).

**1.9.** "Registered Name Holder" means the holder of a Registered Name.

**1.10.** The "Registrar Tool Kit" comprises the EPP, APIs and Software.

**1.11.** "Registry Agreement" means the Registry Agreement between PIR and ICANN dated as of \_\_\_\_\_, 2006, for the operation of the Registry TLD, as amended from time to time.

**1.12.** "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

**1.13.** "Registry Services" Registry Services are: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .org registry as of the Effective Date; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

**1.14.** "Registry TLD" means the .ORG TLD.

**1.15.** The "Registry System" means the system operated by PIR for Registered Names in the Registry TLD.

**1.16.** "Software" means reference client software intended to allow Registrar to develop its system to register second-level domain names through the Registry System.

**1.17.** "Term" means the term of this Agreement, as set forth in Subsection 9.1.

**1.18.** A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

## **2. OBLIGATIONS OF PIR**

**2.1. Access to Registry System.** Throughout the Term of this Agreement, PIR shall operate the Registry System and provide Registrar with access to the Registry System to transmit domain name registration information for the Registry TLD to the Registry System. Nothing in this Agreement entitles Registrar to enforce any agreement between PIR and ICANN.

**2.2. Maintenance of Registrations Sponsored by Registrar.** Subject to the provisions of this Agreement, ICANN requirements, and PIR requirements authorized by ICANN, PIR shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

**2.3. Provision of Tool Kit; License.** No later than three business days after the Effective Date, PIR shall provide to Registrar a copy of the Registrar Tool Kit, which shall provide sufficient technical specifications to permit registrar interface with the Registry System and employ its features that are available to Registrars. Subject to the terms and conditions of this Agreement, PIR hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all components owned by or licensed to PIR in and to the EPP, APIs, any reference client software and any other intellectual property included in the Registrar Tool Kit, as well as updates and redesigns thereof, to provide domain name registration services in the Registry TLD only and for no other purpose.

**2.4. Changes to System.** PIR may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. PIR will provide Registrar with at least ninety days notice prior to the implementation of any material changes to the EPP, APIs, Software or other materials licensed hereunder.

**2.5. Engineering and Customer Service Support.**

**2.5.1. Engineering Support.** PIR agrees to provide Registrar with reasonable engineering telephone support (24 hour/7 day) to address engineering issues arising in connection with Registrar's use of the Registry System.

**2.5.2. Customer Service Support.** During the Term of this Agreement, PIR will provide reasonable telephone and e-mail customer service support to Registrar (but not to Registered Name Holders or prospective customers of Registrar), for non-technical issues solely relating to the Registry System and its operation. PIR will provide Registrar with a telephone number and e-mail address for such support during implementation of the Protocol, APIs and Software. First-level telephone support will be available on business days between the hours of 9 a.m. and 5 p.m. Eastern US time.

**2.6. Handling of Personal Data.** PIR shall notify Registrar of the purposes for which Personal Data submitted to PIR by Registrar is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. PIR shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. PIR shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. PIR may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided that such use is compatible with the notice provided to registrars regarding the purpose and procedures for such use.

**2.7. Service Level Agreement.** PIR shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which appendix is hereby incorporated by reference, as amended from time to time.

**2.8. ICANN Requirements.** PIR'S obligations hereunder are subject to modification at any time as the result of ICANN-mandated requirements and consensus policies. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

### **3. OBLIGATIONS OF REGISTRAR**

**3.1. Accredited Registrar.** During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

**3.2. Registrar Responsibility for Customer Support.** Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders. Registrar shall publish to Registered Name Holders emergency contact information for critical situations such as domain name hijacking.



**3.3. Registrar's Registration Agreement.** At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to PIR under this Agreement.

**3.4. Indemnification Required of Registered Name Holders.** In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless PIR and its subcontractors, and the directors, officers, employees, affiliates and agents of each of them, 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. The registration agreement shall further require that this indemnification obligation survive the termination or expiration of the registration agreement.

**3.5. Compliance with Terms and Conditions.** Registrar shall comply with each of the following requirements, and further shall include in its registration agreement with each Registered Name Holder, as applicable, an obligation for such Registered Name Holder to comply with each of the following requirements:

**3.5.1.** ICANN standards, policies, procedures, and practices for which PIR has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN; and

**3.5.2.** operational standards, policies, procedures, and practices for the Registry TLD established from time to time by PIR in a non-arbitrary manner and applicable to all registrars, including affiliates of PIR, and consistent with ICANN's standards, policies, procedures, and practices and PIR'S Registry Agreement with ICANN. Additional or revised PIR operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by PIR to Registrar. If there is a discrepancy between the terms required by this Agreement and the terms of the Registrar's registration agreement, the terms of this Agreement shall supersede those of the Registrar's registration agreement.

**3.6. Additional Requirements for Registration Agreement.** In addition to the provisions of Subsection 3.5, in its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to:

**3.6.1.** consent to the use, copying, distribution, publication, modification and other processing of Registered Name Holder's Personal Data by PIR and its designees and agents in a manner consistent with the purposes specified pursuant to Subsection 2.6;

**3.6.2.** submit to proceedings commenced under ICANN's Uniform Domain Name Dispute Resolution Policy ("UDRP"); and

**3.6.3.** immediately correct and update the registration information for the Registered Name during the registration term for the Registered Name;

**3.6.4.** agree to be bound by the terms and conditions of the initial launch of the Registry TLD, including without limitation the sunrise period and the land rush period, and the Sunrise Dispute Resolution Policy, and further to acknowledge that PIR has no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the sunrise period or the land rush period, including, without limitation: (a) the ability or inability of a registrant to obtain a Registered Name during these periods, and (b) the results of any dispute over a sunrise registration; and

**3.6.5.** acknowledge and agree that PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) per the terms of the registration agreement or (5) to correct mistakes made by PIR or any Registrar in connection with a domain name registration. PIR also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute.

### **3.7. Data Submission Requirements.**

**3.7.1.** 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 Registry System that are made available to Registrar from time to time. Registrar hereby grants PIR a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in PIR'S operation of the Registry TLD.

**3.7.2.** Registrar shall submit any corrections or updates from a Registered Name Holder relating to the registration information for a Registered Name to PIR in a timely manner.

### **3.8. Security.**

**3.8.1.** Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure and that all data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar shall employ the necessary measures to

prevent its access to the Registry 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 its own existing customers; or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of PIR, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, PIR may require other reasonable security provisions to ensure that the Registry System is secure and stable.

**3.8.2.** Each session wherein Registrar accesses the Registry System shall be authenticated and encrypted using two-way secure socket layer ("SSL") protocol. At a minimum, Registrar shall authenticate every client connection with the Registry System using both an X.509 server certificate issued by a commercial certification authority identified by the PIR and its Registrar password. Registrar shall disclose only its Registrar password to its employees with a need to know. Registrar agrees to notify PIR 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.

**3.8.3.** Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. PIR 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 PIR. 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 five (5) calendar days.

**3.9. Resolution of Technical Problems.** Registrar shall 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 EPP, the APIs and the systems of PIR in conjunction with Registrar's systems. In the event of significant degradation of the Registry System or other emergency, PIR may, in its sole discretion, temporarily suspend or restrict Registrar's access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of PIR.

**3.10. Time.** 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 Registry records shall control.

**3.11. Transfer of Registration Sponsorship.** 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").

**3.12. Restrictions on Registered Names.** 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.

#### **4. FEES**

**4.1. Amount of PIR Fees.** Registrar agrees to pay PIR the fees set forth in Exhibit A for services provided by PIR to Registrar (collectively, "Fees"). PIR reserves the right to revise the Fees from time to time, provided that PIR shall provide at least six (6) months notice to Registrar prior to any increases in fees for initial registrations, renewal registrations or fees for registrations associated with transfers of sponsorship. In addition, Registrar agrees to pay PIR the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

**4.2. Payment of PIR Fees.** In advance of incurring Fees, Registrar shall establish a letter of credit, deposit account, or other credit facility accepted by PIR ("Payment Security"), which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, registrations associated with transfers of sponsorship, or upon provision of other services provided by PIR to Registrar. Payment shall be made via debit or draw down of the deposit account, letter of credit or other credit facility. PIR shall provide monthly invoice statements to the Registrar. The Registrar must pay this invoice upon receipt in order to ensure timely processing of future domain name registrations.

**4.3. Non-Payment of Fees.** In the event Registrar has insufficient funds deposited or available through the letter of credit or credit facility with PIR, PIR may do any or all of the following: (a) stop accepting new initial or renewal registrations, or registrations associated with transfers of sponsorship, from Registrar; (b) delete the domain names associated with any negative balance incurred or invoice not paid in full from the Registry database (c) give written notice of termination of this Agreement pursuant to Subsection 9.2.1; and (d) pursue any other remedy under this Agreement.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

**5.1. Use of Confidential Information.** During the Term of this Agreement, each party (the "Disclosing Party") may disclose its Confidential Information to the other party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

**5.1.1.** The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

**5.1.2.** The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

**5.1.3.** The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party 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 confidentiality terms of this Agreement.

**5.1.4.** The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

**5.1.5.** The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

**5.1.6.** Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (i) is disclosed in the absence of a confidentiality agreement and such disclosure was agreed to by the Disclosing Party in writing prior to such disclosure; or (ii) is or has entered the public domain through no fault of the Receiving Party; or (iii) is known by the Receiving Party prior to the time of disclosure; or (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is made generally available by the Disclosing Party without restriction on disclosure; or (vi) is required to be disclosed by law, regulation or court order; provided, that in the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in

order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

**5.1.7.** The Receiving Party's duties under this Subsection 5.1 shall expire two (2) years after the expiration or termination of this Agreement or earlier, upon written agreement of the parties.

## **5.2. Intellectual Property.**

**5.2.1.** Subject to the licenses granted hereunder, 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.

**5.2.2.** Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

## **6. INDEMNITIES AND LIMITATION OF LIABILITY**

**6.1. Indemnification.** Registrar, at its own expense and within thirty days after presentation of a demand by PIR under this Section, will indemnify, defend and hold harmless PIR and its subcontractors, and the directors, officers, employees, representatives, agents and affiliates of each of them, against any claim, suit, action, or other proceeding brought against any such party(ies) 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 or 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. PIR shall provide Registrar with prompt notice of any such claim, and upon Registrar's written request, PIR will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses PIR for PIR'S actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without PIR'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 PIR in

connection with or arising from any such indemnifiable claim, suit, action or proceeding.

**6.2. Representation and Warranty.** Registrar represents and warrants that: (i) it is a corporation duly incorporated, validly existing and in good standing under the law of the jurisdiction of its formation (ii) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (iii) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (iv) it is, and will continue to be, accredited by ICANN or its successor and (v) 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.

**6.3. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF PIR AND ITS SUBCONTRACTORS EXCEED THE LESSER OF (i) THE TOTAL AMOUNT PAID TO PIR UNDER THE TERMS OF THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD, OR (ii) \$100,000 USD.

**6.4. Disclaimer of Warranties.** THE REGISTRAR TOOL KIT AND ALL OTHER ITEMS PROVIDED BY PIR HEREUNDER ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. PIR 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. PIR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE REGISTRAR TOOL KIT WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF THE REGISTRAR TOOL KIT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE REGISTRAR TOOL KIT WILL BE CORRECTED. FURTHERMORE, PIR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE REGISTRAR TOOL KIT OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE REGISTRAR TOOL KIT PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

**6.5. Reservation of Rights.** PIR reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock,

hold or similar status, that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of PIR, as well as its affiliates, subsidiaries, officers, directors, and employees; (4) for violations of this Agreement, including, without limitation, the exhibits hereto; or (5) to correct mistakes made by PIR or any Registrar in connection with a domain name registration. PIR also reserves the right to place a domain name on registry hold, registry lock, or similar status during resolution of a dispute.

## **7. INSURANCE**

**7.1. Insurance Requirements.** Registrar shall acquire, on or before the Effective Date, at least US \$1,000,000 in comprehensive general liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement. Registrar shall provide a copy of the insurance policy to Registry Operator, current as of the Effective Date, upon execution of this Agreement, and from time to time thereafter upon Registry Operator's reasonable request. Such insurance shall entitle PIR to seek compensation under such policy on behalf of PIR and its subcontractors, and the directors, officers, employees, representatives, agents, and affiliates of each of them, in respect of all costs and damages (including reasonable attorney fees) which any of them may suffer by reason of Registrar's failure to meet its indemnification obligations under this Agreement.

## **8. DISPUTE RESOLUTION**

**8.1. Dispute Resolution.** Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in the state of Virginia, U.S.A. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in the state or federal courts of the state of Virginia, U.S.A.; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of a party during the pendency of an arbitration, each party shall have the right to seek temporary or preliminary injunctive relief from the



arbitration panel or a court located in the state or federal courts in the state of Virginia, U.S.A., which shall not be a waiver of this arbitration agreement.

## **9. TERM AND TERMINATION**

**9.1. Term of the Agreement; Revisions.** The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the last day of the calendar month which is two (2) years following the Effective Date. This Agreement shall automatically renew for additional successive two (2) year terms unless Registrar provides notice of termination to Registry Operator at least thirty (30) days prior to the end of the initial or any renewal term. In the event that revisions to PIR'S approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen (15) days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to PIR. In the event that PIR does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

**9.2. Termination.** This Agreement may be terminated as follows:

**9.2.1. Termination For Cause.** In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

**9.2.2. .2.2. Termination at Option of Registrar.** Registrar may terminate this Agreement at any time by giving PIR thirty days notice of termination.

**9.2.3. Termination Upon Loss of Registrar's Accreditation.** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

**9.2.4. Termination in the Event of Termination of Registry Agreement.** This Agreement shall terminate in the event that PIR'S Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 10.1.1.

**9.2.5. Termination in the Event of Insolvency or 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.

**9.3. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

**9.3.1.** PIR will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to PIR for Fees are current and timely.

**9.3.2.** Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

**9.3.3.** All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

**9.3.4.** In the event of termination in accordance with the provisions of Subsections 9.1, 9.2.1, 9.2.2, 9.2.3 or 9.2.5, PIR reserves the right to immediately contact any and all Registered Name Holders to facilitate the orderly and stable transition of Registered Name Holders to other ICANN-accredited registrars.

**9.3.5.** All fees owing to PIR shall become immediately due and payable.

**9.4. Survival.** In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.6, 5.1, 5.2, 6.1, 6.3, 6.4, 8.1, 9.4, 10.2, 10.3, 10.4, 10.6, 10.7 and 10.8 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

## **10. MISCELLANEOUS**

### **10.1. Assignments.**

**10.1.1.** Assignment to Successor PIR. In the event the PIR'S Registry Agreement is terminated or expires without entry by PIR and ICANN of a subsequent registry agreement, PIR'S rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent PIR assumes the duties of PIR under this Agreement.

**10.1.2.** Assignment in Connection with Assignment of Agreement with ICANN. In the event that PIR'S Registry Agreement with ICANN for the Registry TLD is validly assigned, PIR'S rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee

assumes the duties of PIR under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

**10.1.3. Other Assignments.** Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

**10.2. 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 such party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to PIR:

Public Interest Registry  
1775 Wiehle Avenue, Suite 102A  
Reston, VA 20190, U.S.A.  
Telephone: +1 703-464-7005  
Facsimile: +1 703-464-7006  
Attention: President and Chief Executive Officer  
Email: (As specified from time to time.)

with a copy to:

Public Interest Registry  
1775 Wiehle Avenue, Suite 102A  
Reston, VA 20190, U.S.A.  
Attention: General Counsel

**10.3. Third-Party Beneficiaries.** The parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar expressly acknowledges that, notwithstanding anything in this Agreement to the contrary, it is not an intended third-party beneficiary of the Registry Agreement.

**10.4. Relationship of the Parties.** Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

**10.5. Force Majeure.** Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

**10.6. Amendments.** No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

**10.7. 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. Neither 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.

**10.8. Entire Agreement.** This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement 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.

**10.9. Counterparts.** All executed copies of this Agreement are duplicate originals, equally admissible as evidence. This Agreement may be executed in counterparts, and such counterparts taken together shall be deemed the

Agreement. A facsimile copy of a signature of a party hereto shall have the same effect and validity as an original signature.

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

PUBLIC INTEREST REGISTRY                      [Registrar]

By:	By:
Name:	Name:
Title:	Title:

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## Exhibit A REGISTRATION FEES

### 1. Domain-Name Initial Registration Fee

PIR will charge a fee per annual increment of an initial registration of a Registered Name (the "Initial Registration Fee"). The Initial Registration Fee shall be paid in full by Registrar sponsoring the domain name at the time of registration. The current Initial Registration Fee as of the Effective Date is US\$6.00.

### 2. Domain-Name Renewal Fee

PIR will charge a fee per annual increment of a renewal of a Registered Name (the "Renewal Fee") in the Registry TLD. The Renewal Fee shall be paid in full by Registrar sponsoring the domain name at the time of renewal. The current Renewal Fee as of the Effective Date is US\$6.00.

### 3. Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a domain name is transferred from one ICANN-Accredited Registrar to another ICANN-Accredited Registrar, PIR will require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, PIR will charge a Renewal Fee for the requested extension as provided in item 2 above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

**4. Bulk Transfers.** For a bulk transfer approved by ICANN under Part B of the Transfer Policy, Registrar shall pay PIR US \$0 (for transfer of 50,000 names or fewer) or US \$50,000 (for transfers of more than 50,000 names).

**5. Restore Fee.** Registrar shall pay PIR a fee (the "Restore Fee") per Registered Name restored during the Redemption Grace Period; provided that PIR reserves the right, in its sole discretion, to lower such fee based on extenuating circumstances. The current Restore Fee as of the Effective Date is US\$40 per Registered Name Restored.

**6. Excess Deletion Fee.** PIR may charge Registrars a fee (the "Excess Deletion Fee") for each Registered Name deleted within the five day add grace period (as specified in Appendix 7, Section 3.1.1 of the Registry Agreement, "Grace Period Deletes") during any thirty (30) day period in the event Grace Period Deletes are in excess of ninety percent (90%) of the total number of initial registrations made by the registrar over the relevant time period as determined by Registry Operator. The Excess Deletion Fee shall be US\$0.05 (five cents) per Grace Period Delete.

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