

Amendment No. 5 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Binky Moon, LLC agree, effective as of _____ (“Amendment No. 5 Effective Date”), that the modification set forth in this amendment No. 5 (the “Amendment”) is made to the 31 March 2016 **.SHOPPING** Registry Agreement between the parties, as amended (the “Agreement”).

The parties hereby agree to amend Exhibit A of the Agreement by adding the following new text as a new Section 7:

[START NEW TEXT]

“7. Registration Validation per Applicable Law

Registry Operator may perform registration validation to comply with applicable local law in a given jurisdiction. The registration validation process, by which the Registry Operator subjects domain name registrations to validation, will be subject to the criteria required by the applicable local law in the jurisdiction. Domain names that are subject to the registration validation process in the subject jurisdiction that do not pass registration validation in that jurisdiction may be suspended, deleted or otherwise updated by the Registry Operator as required by applicable local law.

7.1. Supplementary Registration Proxy

Registry Operator may offer this service through a Supplementary Registration Proxy (SRP), which provides a secondary gateway for access to Shared Registration System (SRS)/EPP, RDDS (via WHOIS – port 43 –, web-based Directory Service, RDAP, or any combination), or both, subject to the following requirements:

7.1.1. Any Registry Service offered through an SRP shall be consistent and coherent with the corresponding primary Registry Service. In particular, a Registry Service offered through an SRP must provide the same Registration Data; offer the same functionality; and be subject to the same specifications, service-level requirements, and emergency transition thresholds (as specified in Specification 10) as the corresponding primary Registry Service offered by the Registry Operator.

7.1.2. Registry Operator must give ICANN a ten (10) calendar days advance notice of any new or changed SRP hostnames.

7.1.3. Registry Operator must obtain ICANN's approval pursuant to Section 7.5 of the Agreement for any subcontracting arrangement that relates to an SRP.

7.1.4. Registry Operator may offer an SRP provider access to Registration Data as long as such access complies with all the terms of this Agreement and any applicable laws.

7.1.5. Registry Operator shall provide additional Registry Functions Activity Report(s) for each SRP jurisdiction according to the requirements of Specification 3 in a manner agreed with ICANN. If an SRP instance did not offer a particular Registry Service(s) (e.g. DNS) in a reporting period, the fields related to the Registry Service(s) not offered in the additional Registry Functions Activity Report(s) must contain the string "SRP".

7.1.6. Within ten (10) calendar days of any ICANN request Registry Operator shall provide additional Registration Data file(s) for each SRP instance according to the requirements of section 3.1 of Specification 4 with the data objects for which the SRP operator is allowed to process transactions in the SRS.

7.1.7. The SRP will pass EPP commands and responses between the registrar and primary RSP system, which will remain the authoritative source of registry data.

7.1.8. The SRP will comply with the standards and service level requirements described in the Registry Agreement for the Registry Service for which there is a proxy.”

[END NEW TEXT]

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: _____
Cyrus Namazi
Senior Vice President, Global Domains Division

BINKY MOON, LLC

By: _____
Dessa Marie Dal Porto
Director, Legal