

Amendment No. 1 to Registry Agreement

The Internet Corporation for Assigned Names and Numbers (“ICANN”) and Société nationale SNCF (“Registry Operator”) agree, effective as of _____ (“Amendment No. 1 Effective Date”), that the modification set forth below in this amendment No. 1 (the “Amendment”) is made to the .snCF Registry Agreement, dated 19 February 2015 between the parties, as amended (the “Agreement”).

WHEREAS, Registry Operator legally changed its name from Société Nationale des Chemins de fer Francais S N C F, a public institution formed under authority of the laws of the French Republic, to SNCF Mobilités, a public institution formed under authority of the laws of the French Republic;

WHEREAS, Registry Operator has notified ICANN that it has legally changed its name from SNCF Mobilités to Société nationale SNCF, a public institution formed under authority of the laws of the French Republic; and

WHEREAS, Section 7.6(i) of the Agreement allows the parties to bilaterally amend the Agreement in a writing signed by both parties.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. All references to “Société Nationale des Chemins de fer Francais S N C F” in the Agreement are hereby stricken and replaced with “Société nationale SNCF”.
2. Registry Operator represents to ICANN that (i) as of 01 January 2015, Registry Operator validly and legally changed its name by operation of law from Société Nationale des Chemins de fer Francais S N C F to SNCF Mobilités, (ii) as of 01 January 2020, Registry Operator has validly and legally changed its name by operation of law from SNCF Mobilités to Société nationale SNCF, (iii) Registry Operator has not consummated any change of control or assigned any of its rights or obligations under the Agreement in connection with either changes of its name, (iv) no new entity was created nor was Registry Operator merged, consolidated or reorganized into or with another entity in connection with the name changes, (v) Registry Operator remains in existence under the same ownership, without interruption, as the same legal entity in existence prior to such name changes, (vi) Registry Operator is currently in compliance with the Agreement, and (viii) Registry Operator remains liable for all liabilities and obligations of Registry Operator under the Agreement including those that existed prior to or concurrent with such name changes.
3. Registry Operator agrees that the representations made herein shall be considered representations pursuant to Article 1 of the Agreement.

Each party hereby acknowledges and agrees that this Amendment shall not be construed as a waiver of any provision of the Agreement by any party hereto, nor shall it in any way affect the validity of, or the right of any party hereto, to enforce the provisions of the Agreement. The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of the Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in the Agreement. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

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

SOCIÉTÉ NATIONALE SNCF

By: _____
Stéphane Chery
Director of Brand, Advertising and Partnerships SNCF