

## **Amendment No. 5 to Registry Agreement**

The Internet Corporation for Assigned Names and Numbers and Registry Services, 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 30 August 2013 .tattoo Registry Agreement between the parties, as amended (the “Agreement”).

The parties hereby agree to amend Exhibit A of the Agreement by deleting the following sections 3 and 4 in their entirety:

[START OLD TEXT]

### **“ 3. Searchable Whois**

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement. Registry Operator must make available the services only to authenticated users after they logged in by supplying proper credentials (i.e., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law enforcement agencies).

### **4. Protected Marks List**

- 4.1.** This protected marks list is a service that, across certain TLDs operated by the Registry Operator, allows trademark rights holders to request that the Registry Operator withhold domain names from registration based on the labels listed in a valid SMD file issued by an ICANN- authorized trademark validator.
- 4.2.** The Registry Operator must validate that the SMD is valid at the initial time of withholding domain names. The domain names will continue being withheld for the duration of the agreement between the Registry Operator and the trademark rights holder (through its Registrar), irrespective of the validity date of the SMD.
- 4.3.** The withheld names must comply with the provisions described in Specification 5, Section 3.3 of the Registry Agreement.
- 4.4.** Blocked labels do not prevent other rights holders of identical trademarks which are subscribers to the service from unblocking the label and registering the domain name.
- 4.5.** As part of the EP Plus Bundle service, domain names that can be withheld from registration by trademark right holders can be composed of confusingly similar variations of their marks in several languages and scripts. For each label in the SMD, variations are automatically calculated based on confusable characters defined by Unicode Consortium for these languages.”

[END OLD TEXT]

The parties hereby further agree to amend Exhibit A of the Agreement by replacing the deleted sections above with the following new text as a new section 3:

[START NEW TEXT]

**“ 3. Protected Marks List**

- 3.1.** This protected marks list is a service that, across certain TLDs operated by the Registry Operator, allows trademark rights holders to request that the Registry Operator withhold domain names from registration based on the labels listed in a valid SMD file issued by an ICANN- authorized trademark validator.
- 3.2.** The Registry Operator must validate that the SMD is valid at the initial time of withholding domain names. The domain names will continue being withheld for the duration of the agreement between the Registry Operator and the trademark rights holder (through its Registrar), irrespective of the validity date of the SMD.
- 3.3.** The withheld names must comply with the provisions described in Specification 5, Section 3.3 of the Registry Agreement.
- 3.4.** Blocked labels do not prevent other rights holders of identical trademarks which are subscribers to the service from unblocking the label and registering the domain name.
- 3.5.** As part of the EP Plus Bundle service, domain names that can be withheld from registration by trademark right holders can be composed of confusingly similar variations of their marks in several languages and scripts. For each label in the SMD, variations are automatically calculated based on confusable characters defined by Unicode Consortium for these languages.”

[END NEW TEXT]

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

**ACCEPTED AND AGREED:**

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

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

**REGISTRY SERVICES, LLC**

By: \_\_\_\_\_  
Nicolai Bezsonoff  
Vice President, Registry