ADDENDUM TO REGISTRY AGREEMENT

This Addendum to that certain Registry Agreement, dated as of _____, for the **.tel** Top-Level Domain (the "<u>Registry Agreement</u>"), by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("<u>ICANN</u>"), and Telnic Limited, a private limited company incorporated in the United Kingdom ("<u>Registry Operator</u>"), is dated as of _____ and is by and among ICANN and Registry Operator ("<u>Addendum</u>"). ICANN and Registry Operator are hereinafter referred to collectively as the "<u>Parties</u>" and individually as a "<u>Party</u>." Capitalized terms used and not defined herein will have the respective meanings given thereto in the Registry Agreement.

WHEREAS, the Parties previously entered into a registry agreement, dated 25 May 2006;

WHEREAS, the Registry Agreement has certain provisions that are not applicable to a top level domain that is already in operation, such as the TLD;

WHEREAS, the purpose of this Addendum is to amend the Registry Agreement in order to modify the provisions that are not applicable to the TLD; and

WHEREAS, pursuant to Section 7.6 of the Registry Agreement, the parties may enter into bilateral amendments and modifications to the Registry Agreement negotiated solely between the Parties.

NOW, THEREFORE, in consideration of the above recitals acknowledged herein by reference, the Parties, intending to be legally bound hereby, do agree as follows:

1. No Approved Amendment pursuant to Section 7.6 or Section 7.7 of the Registry Agreement shall amend or modify the specific terms of the Registry Agreement that are modified or amended pursuant to Section 2 of this Addendum (such terms, "<u>Addendum Terms</u>"); provided that the foregoing shall not apply to any other terms of any provision of the Registry Agreement, including the remaining unmodified terms of any Sections of the Registry Agreement that include the Addendum Terms. If an Approved Amendment is approved in accordance with Section 7.6 or Section 7.7 that would amend or modify any terms of the Registry Agreement that are modified by the Addendum Terms, ICANN and the Registry Operator agree to (i) enter into good faith discussions regarding whether an amendment to such Addendum Terms is appropriate in light of such Approved Amendment and (ii) mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed) on an appropriate amendment to this Addendum or the Registry Agreement.

2. The following Sections of the Registry Agreement are hereby modified by the Addendum Terms set forth in the column across from such Section.

Section	Addendum Terms
1.1	The following term of Section 1.1 shall be of no force or effect: ", subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone"
1.3(a)(i)	The following term of Section 1.3(a)(i) shall be of no force or effect: "and statements made in the registry TLD application,"
1.3(a)(iii)	The terms of Section 1.3(a)(iii) shall be of no force or effect.
2.8	The following terms of Section 2.8 shall be of no force or effect: • "specify, and" • "launch of the TLD and initial registration-related and"
2.9	The terms of Section 2.9(a) shall be modified to include the following at the end of the provision: "The Registry-Registrar Agreement referred to in this Section 2.9(a) is the last Registry-Registrar Agreement for the .TLD approved by ICANN pursuant to the registry agreement for the .TLD that immediately preceded this Agreement."
2.12	The terms of Section 2.12 shall be of no force or effect.
2.13	The following term of Section 2.13 shall be of no force or effect: "In addition, in the event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument."
2.15	The following term of the first sentence of Section 2.15 shall be of no force or effect: "new"
2.19	The terms of Section 2.19 are hereby amended and restated in their entirety as follows: "Registry Operator shall establish registration policies in conformity with Specification 12 hereof with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements

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	for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose of the community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator shall implement and comply with the community registration policies set forth on Specification 12 attached hereto."
4.3(b)	The terms of Section 4.3(b) shall be of no force or effect.
4.3(c)	The terms of Section 4.3(c) shall be of no force or effect.
4.5	The following term of Section 4.5 shall be of no force or effect: "In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement."
4.6	The reference to "Section 2.12" in Specification 4.6 shall be of no force or effect.
6.1(a)	The terms of Section 6.1(a) are hereby amended and restated in their entirety as follows: "(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the aggregate (the "Transaction Threshold") and shall apply to each Transaction

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	that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the Effective Date."
6.4	The terms of Section 6.4 shall be of no force or effect.
Specification 5, § 2	The terms of Section 2 of Specification 5 are hereby amended and restated as follows: "2. **Additional Second-Level Reservations**. In addition, the following names shall be reserved at the second level: • All single-character numerical labels. • All single-character ASCII labels, except those registered through ICANN-accredited registrars pursuant to the implementation of the Allocation Program described in this section. • All two character ASCII labels that match an existing two-character country-code, except those registered through ICANN-accredited registrars pursuant to the implementation of the Allocation Program and for which Registry Operator has reached an agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard. The Registry Operator may also propose the release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator will develop a plan to allocate one and two-character .TEL domain names as described in Section 2 (the "Allocation Program"). Registry Operator reserves the right to not allocate all single and two-character .TEL domain names. Pursuant to the Allocation Program, Registry Operator may elect to allocate labels by

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	applying one or more of the following processes: 1) request for proposals and allocation based on evaluation criteria, 2) first come, first served for a premium price, or 3) first come, first served registration."
Specification 5, § 3.2	The terms of Section 3.2 of Specification 5 shall be of no force or effect.
Specification 5, § 5	The terms of Section 5 of Specification 5 shall be of no force or effect.
Specification 5, § 6	The terms of Section 6 of Specification 5 shall be of no force or effect.
Specification 6, § 6	The terms of Section 6 of Specification 6 shall be of no force or effect.
Specification 7, § 1	The terms of Section 1 of Specification 7 are hereby amended and restated in their entirety as follows: "**Rights Protection Mechanisms**. Registry Operator may develop and implement rights protection mechanisms ("RPMs") that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD."
Specification 7, § 2(a)	The following terms of Section 2(a) of Specification 7 shall be of no force or effect: • "and the Registration Restriction Dispute Resolution Procedure (RRDRP)" • "and http://www.icann.org/en/resources/registries/rrdrp, respectively" • "or RRDRP"
Specification 8	The terms of Specification 8 shall be of no force or effect.

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Specification 9, § 1(b)	The following term of Section 1(b) of Specification 9 shall be of no force or effect: "and (b) may withhold from registration or allocate to Registry Operator up to one hundred (100) names pursuant to Section 3.2 of Specification 5"

3. This Addendum shall constitute an integral part of the Registry Agreement. Notwithstanding Section 7.10 of the Registry Agreement, the Registry Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) and this Addendum constitute the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. The Registry Agreement and this Addendum shall at all times be read together.

4. Except as specifically provided for in this Addendum, all of the terms of the Registry Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Addendum as if it formed part of the Registry Agreement.

5. This Addendum may be executed and delivered (including by electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

        Akram Atallah
        President , Global Domains Division
        Date: _____

TELNIC LIMITED

By: _____

        Khashayar Mahdavi
        Chief Executive Officer
        Date: _____