

## **Appendix 1 to Sponsored TLD Registry Agreement Data Escrow Specification**

This Appendix 1 to the Sponsored TLD Registry Agreement consists of four of the five exhibits to the Escrow Agreement that constitutes Appendix 2 to the Sponsored TLD Registry Agreement:

Exhibit A-Schedule for Escrow Deposits

Exhibit B-Escrow Deposit Format Specification

Exhibit C-Escrow Transfer Process

Exhibit D-Escrow Verification Procedures

The fifth exhibit (Exhibit E), which sets forth Escrow Agent's fees, is subject to negotiation between Registry and Escrow Agent.

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### **Exhibit A SCHEDULE FOR ESCROW DEPOSITS**

#### **Full Deposit Schedule**

Full Deposits shall consist of data that reflects the state of the registry as of 0000 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) shall not be reflected in the Full Deposit.

Full Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 1200 UTC on the same Sunday.

#### **Incremental Deposit Schedule**

Incremental Deposits are cumulative since the last full escrow. Each incremental file will contain all database transactions since the full escrow file was completed.

Incremental Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 1200 UTC on the day to which the Incremental Deposit relates.

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### **Exhibit B ESCROW DEPOSIT FORMAT SPECIFICATION**

Each Full and Incremental Deposit consists of a series of reports that are concatenated in the escrow process.

**Full Deposit Contents.** The reports involved in a Full Deposit are:

Domain Object Report—This reports on the contents of all domain objects in the registry database.

Host Object Report—This reports on the contents of all host objects in the registry database.

Contact Object Report—This reports on the contents of all contact objects in the registry database.

Registrar Object Report—This reports on the contents of all registrar objects in the registry database.

**Format of Reports.** All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 6 below. Item 2 describes the report container that is common to all reports. Items 3 to 6 describe the structure of the contents of the report container for each of the specific reports.

**1. Escape-Character Requirements.** In compliance with the XML 1.0 specification, in data escrowed using the XML format the following characters in any data elements must be replaced with the corresponding escape sequences listed here:

Character	Escape Sequence
"	&quot;
&	&amp;
'	&apos;
<	&lt;
>	&gt;

**2. The Report Container.** At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD ("travel"), the report type (domain, host, contact or registrar), and data base-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="travel" report="domain" date="26-Aug-2001
3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact or registrar) covered

by the report. The specific format for each report is described in items 3 to 6 below.}

</escrow>

**3. The Domain Element.** The domain element has the property "fqdn" (the fully qualified name of the domain) and is a container consisting of the following elements:

a. status: The domain status code.

b. id: Unique identifier of the domain name

c. sponsoring registrar: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

d. authcode: authorization code.

e. UIN

f. created-on: The date/time the domain object was originally created.

g. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

h. renewed-on: The date/time the domain was last renewed.

i. expires-on: The date the registration expires.

j. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

k. updated-on: The date/time the domain object was last updated.

l. transferred-on: The date/time when the domain object was last transferred.

m. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.

n. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example domain container appears below:

```
<domain fqdn="example.travel">  
  <id>AAA-0001</id>  
  <status>ACTIVE</status>
```

```
<sponsoring registrar>REG-042</owned-by>
<authcode>AERO-1221</ens-authid>
<created-on>1-Jul-2001 12:34:56AM</created-on>
<created-by>REG-042</created-by>
<renewed-on></renewed-on>
<expires-on>1-Jul-2003</expires-on>
<updated-by>42</updated-by>
<updated-on>1-Jul-2001 12:34:56AM</updated-on>
<transferred-on></transferred-on>
<host>dns1.example.aero</host>
<host>dns2.example.aero</host>
<contact-id type="Registrant">PER-0001</contact-id>
<contact-id type="Administrative">PER-0002</contact-id>
<contact-id type="Technical">PER-0003</contact-id>
<contact-id type="Billing">PER-0004</contact-id>
</domain>
```

**4. The Host Element.** The host element has the property "fqdn" (the fully qualified name of the host) and is a container consisting of the following elements:

- a. id: Identifier of the host.
- b. sponsoring registrar: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- c. created-on: The date/time the host object was originally created.
- d. updated-by: An identification of the registrar that last updated the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- e. updated-on: The date/time the host object was last updated.
- f. transferred-on: The date/time when the host object was last transferred.
- g. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```
<host fqdn="dns1.example.travel">
  <id>HST-0001</id>
  <sponsoring registrar>REG-042</owned-by>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
```

```
<ip-address>192.168.122.1</ip-address>  
</host>
```

**5. The Contact Element.** The contact element has the property "id" and is a container consisting of the following elements:

- a. name: The name of the contact.
- b. organization: The organization for the contact.
- c. street1: The first part of the street address of the contact.
- d. street2: The second part of the street address of the contact.
- e. street3: The third part of the street address of the contact.
- f. city: The name of the city of the contact.
- g. state-province: The name of the state/province of the contact.
- h. postal-code: The postal/zip code of the contact.
- i. country: The two letter ISO 3166 code for the contact's country.
- j. voice: The voice phone number of the contact in E164a format.
- k. fax: The fax number of the contact in E164a format.
- l. email: The e-mail address of the contact.
- m. sponsoring registrar: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- n. created-by: An identification of the registrar that created the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- o. created-on: The date/time the contact object was originally created.
- p. updated-by: An identification of the registrar that last updated the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- q. updated-on: The date/time the contact object was last updated.
- r. transferred-on: The date/time when the contact object was last transferred.
- s. status: Contact status.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <street1>1234 East 11th Street</street1>
  <street2></street2>
  <street3></street3>
  <city>New York</city>
  <state-province>NY</state-province>
  <postal-code>12345</postal-code>
  <country>US</country>
  <voice>+212.1234567</voice>
  <fax>+212.1234568</fax>
  <email>jdoe@example.travel</email>
  <sponsoring registrar>42</owned-by>
  <created-by>REG-042</created-by>
  <created-on>1-Jul-2001 12:42:22AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
  <transferred-on></transferred-on>
  <status>ACTIVE</status>
</contact>
```

**6. The Registrar Element.** The registrar element has the property "id" and is a container consisting of the following elements:

- a. name: The name of the registrar.
- b. status: The registrar status code.
- c. contact-id: Any number of contact-id associated with this registrar. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrar, Administrative, Technical or Billing

An example registrar container appears below:

```
<registrar id="REG-042">
  <password>registrarrus</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Registrar">PER-0009</contact-id>
  <contact-id type="Administrative">PER-0010</contact-id>
  <contact-id type="Administrative">PER-0011</contact-id>
  <contact-id type="Technical">PER-0012</contact-id>
  <contact-id type="Technical">PER-0013</contact-id>
  <contact-id type="Billing">PER-0014</contact-id>
</registrar>
```

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## **Exhibit C**

### **ESCROW TRANSFER PROCESS**

**Deposit Transfer Process.** Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "aeroSEQN", where "SEQN" is a four digit decimal number that is incremented as each report is prepared.
3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.
4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.
5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

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## **Exhibit D**

### **ESCROW VERIFICATION PROCEDURES**

**Verification Procedures.** Escrow Agent will verify the format and completeness of each Deposit by the following steps:

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.
2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).
3. If there are multiple files, they will be concatenated in sequence.
4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit file (without report) that will split it in to its constituent reports (including the format

report prepared by the Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

**Distribution Of Public Keys.** Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent, Registry and ICANN shall exchange keys by the same procedure.



## **Appendix 2 to Sponsored TLD Registry Agreement Form of Escrow Agreement**

This Registry Data Escrow Agreement ("Agreement") is made as of this \_\_\_\_\_, 2005 (the "Beginning Date"), by and among Tralliance Corporation, a New York corporation ("Registry"), NeuLevel, Inc. ("Registry Operator"), Iron Mountain Intellectual Property Management, Inc. ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated \_\_\_\_\_, 2005 by and between Registry and ICANN ("TLD Registry Agreement").

### **Recitals**

- A. Registry and ICANN have entered into the TLD Registry Agreement, which requires Registry, during the term of the TLD Registry Agreement, to ensure Registry Operator submits certain domain name registration data to a reputable escrow agent to be held in escrow.
- B. Registry and Registry Operator will enter into a Registry Operator Agreement ("Registry Operator Agreement"), which requires Registry Operator, during the term of the Registry Operator Agreement, to submit certain domain name registration data to a reputable escrow agent to be held in escrow.
- C. Pursuant to the Registry Operator Agreement and the TLD Registry Agreement, Registry Operator shall, and Registry shall ensure that Registry Operator shall, periodically deliver to Escrow Agent an electronic copy of all Registry Data, as detailed in Subsection 3.1(c) of the TLD Registry Agreement (each such delivery referred to as a "Deposit").
- D. Registry Operator, Registry and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to Registry and/or ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Agreement**

1. **Content of Deposits.** Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.

**2. Schedule for Deposits.** Registry, through the Registry Operator, must create and deliver to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit A of Appendix 1 to the TLD Registry Agreement. Registry, through the Registry Operator, must create and deliver to Escrow Agent an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1.

**3. Format of Deposits.** The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (the "Format Specification"), attached as Exhibit B of Appendix 1.

**4. Procedure for Deposits.** Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer process described in Exhibit C of Appendix 1.

**5. Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver to Escrow Agent and Registry a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit C of Appendix 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator according to the procedures described in Exhibit C of Appendix 1 and is complete and accurate. Escrow Agent shall notify Registry of all Deposits received, within two business days of receipt.

**6. Verification.** Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D of Appendix 1 and shall deliver to Registry and ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email and fax, Registry Operator, Registry, and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry, through the Registry Operator, shall begin developing modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall send Registry, Registry Operator and ICANN a copy of the successful report within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A of Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to Registry and ICANN that Escrow Agent has performed such verification procedures on each

Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

## **7. Retention and Confidentiality.**

**7.1 Retention.** Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. Each of Registry, ICANN, and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

**7.2 Destruction of Deposits.** At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit D of Appendix 1. Escrow Agent may destroy any Deposits reflecting the Registry Database prior to these four most recent Full Deposits.

**7.3 Confidentiality.** Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.1.6, 11.2, and 13 of this Agreement), Escrow Agent shall notify Registry Operator, Registry, and ICANN within seven days or as soon as practicable and reasonably cooperate with Registry Operator, Registry, and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

**8. Duplication.** Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry, may reasonably require Registry to promptly duplicate any Deposit.

**9. Release of Deposits.** Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver all Deposits in Escrow Agent's possession (i) to Registry in the event of a release pursuant to any of Sections 9.1.2, or 9.1.5, 9.1.6, 9.1.7 and 9.1.8 or (ii) to ICANN in the event of a release pursuant to Sections 9.1.1, 9.1.4, 9.1.7, or 9.1.8, or (iii) the party designated in the event of a release pursuant to Section 9.1.3, in the event that the Escrow Agent receives all of the items required by Sections 9.1, 9.2, 9.3, and 9.4 below:

9.1 One of the following notices:

9.1.1 A written notice by ICANN that the TLD Registry Agreement has: (i) expired without renewal, pursuant to the TLD Registry Agreement, or (ii) been terminated, pursuant to Section 6.1 of the TLD Registry Agreement; or

9.1.2 A written notice by Registry, pursuant to the terms of the Registry Operator Agreement, including any applicable dispute resolution mechanisms contained therein, that the Registry Operator Agreement has expired without renewal or been terminated; or

9.1.3 A written notice by Registry Operator, Registry, and ICANN requesting Escrow Agent to effect such delivery to Registry, ICANN, or replacement escrow agent; or

9.1.4 A written notice by ICANN that it has received no successful verification report from Escrow Agent relating to a Full Deposit reflecting the Registry Database as of any date within the past month; or

9.1.5 A written notice by Registry that all of the following have occurred:

9.1.5.1 Registry failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

9.1.5.2 Registry gave notice to Escrow Agent and Registry Operator of that failure; and

9.1.5.3 Registry has not, within seven calendar days after the notice under Section 9.1.5.2, received notice from Escrow Agent that the Deposit has or the Deposits have been received; or

9.1.6 A written notice by Registry that all of the following have occurred:

9.1.6.1 Registry has received notification from Escrow Agent of failed verification of a Full Deposit or of failed verification of five Incremental Deposits within any calendar month; and

9.1.6.2 Registry gave notice to Registry Operator of that receipt; and

9.1.6.3 Registry has not, within seven calendar days after the notice under Section 9.1.6.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.7 A written notice by Registry or ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.8 A written notice by ICANN or Registry that a court, arbitral, legislative, or government agency of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN or Registry has provided to Registry Operator) that mandates the release of the Deposits to ICANN and/or Registry; and

9.2 Evidence satisfactory to Escrow Agent that ICANN, Registry Operator, or Registry (whichever gave the notice under Section 9.1) has previously notified the other party(ies) in writing; and

9.3 Written instructions from ICANN, Registry, or a replacement escrow agent (see Section 9.1.3) that the Deposits be released and delivered to whichever of them provided such written instructions; and

9.4 A written undertaking by the party(ies) receiving the Deposits (ICANN, Registry, or a replacement escrow agent) that the Deposits will be used only as permitted under the terms of the Registry Operator Agreement or the TLD Registry Agreement, as applicable. Upon release of any Deposits to ICANN, Registry, or a replacement escrow agent, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from Registry and/or ICANN under Sections 9.1.1 to 9.1.8, as applicable.

**10. Release of Deposit to Registry Operator.** Escrow Agent shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

## **11. Procedure After Release.**

**11.1 Right to Use Deposits.** Upon release of any Deposits to Registry pursuant to Section 9, Registry (or its assignee in accordance with the TLD Registry Agreement) shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide Registry Services, as that term is defined and detailed in the TLD Registry Agreement. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the TLD Registry Agreement) shall immediately have the right to exercise or have exercised all rights in the Deposits pursuant to the TLD Registry Agreement.

**11.2 Objection Notices.** Upon release of any Deposits to Registry pursuant to Sections 9.1.2 or 9.1.5 through 9.1.8, Registry Operator shall have thirty calendar days to notify Escrow Agent and Registry in writing (the "Objection Notice") of its objection to the release of the Deposits to Registry and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Registry Operator Agreement. Upon release of any Deposits to ICANN pursuant to Sections 9.1.1, 9.1.4, 9.1.7, or 9.1.8, Registry Operator or Registry shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved

pursuant to the dispute resolution procedures in the TLD Registry Agreement. Registry Operator, Registry, and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry Operator and Registry shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to Registry and/or ICANN pursuant to Section 9.

**11.3 Dispute-Resolution Procedures.** Registry Operator, Registry, and ICANN each agrees that it may not challenge, in proceedings for the resolution of disputes between or among those parties under this Agreement, the resolution of any issues, claims, or defenses that were decided, or which it had a reasonable opportunity and motive to raise, in proceedings to which it was a party under the Registry Operator Agreement or TLD Registry Agreement.

**11.4 Withdrawal of Objection Notice.** A party providing an Objection Notice may, at any time, notify the other parties that it wishes to withdraw its Objection Notice. Upon receipt of notice of such withdrawal, Escrow Agent shall promptly deliver to Registry and/or ICANN (as the case may be) any Deposits that have not previously been delivered.

#### **11.5 Dispute Resolution Decisions.**

11.5.1 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, the party(ies) receiving the Deposits shall promptly return or destroy, at Registry Operator's discretion, the Deposits received under Section 9.

**12. Indemnity.** Registry Operator, Registry, and ICANN shall, jointly and severally, indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members, and stockholders ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder (with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders). Escrow Agent shall likewise indemnify and hold harmless Registry Operator, Registry, and ICANN, and each of their respective directors, officers, agents, employees, members, and stockholders ("Indemnitees") absolutely and forever, from and

against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders.

### **13. Interpleader.**

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by each of Registry Operator, Registry, and ICANN that are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

### **14. Term and Termination.**

14.1 **Term.** The initial term of this Agreement shall be \_\_\_\_\_ [insert period of at least one year], commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator, Registry, and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry (on behalf of itself and the Registry Operator) and ICANN shall resolve any such disputes through Subsection 5.9 of the TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E to this Agreement.

14.2 **Termination.** This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by Registry and ICANN, upon having delivered to Escrow Agent a written notice signed by Registry and ICANN stating their common intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 As provided in Section 14.1.

**15. Fees and Payments.** Registry shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E as compensation for Escrow Agent's services under this Agreement. If Registry fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry of non-payment of any such past-due fees hereunder and, in that event, the Registry shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. If Registry fails to pay in full all such past-due fees during the ten-day period, Escrow Agent shall give notice of non-payment of any past-due fees to ICANN and, in that event, ICANN shall have the option of paying the past-due fee within ten business days of receipt of such notice from Escrow Agent. Upon payment of the past-due fee by either Registry or ICANN, this Agreement shall continue in full force and effect. If both Registry and ICANN fail to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination, Escrow Agent shall deliver to Registry and ICANN all Deposits held by Escrow Agent.

**16. Ownership of Deposit Materials.** Subject to the provisions of the TLD Registry Agreement and as will be reflected in the Registry Operator Agreement, the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry at all times.

**17. Miscellaneous.**

**17.1 Remedies.** For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator, Registry, or ICANN.

**17.2 Dispute Resolution.** Registry Operator, Registry, and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in the TLD Registry Agreement (for disputes involving ICANN) or the dispute resolution procedures in the Registry Operator Agreement (for disputes not involving ICANN).

**17.3 Limitation of Liability.** The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between Registry and Registry Operator the liability limitations of the Registry Operator Agreement also apply. As between Registry and ICANN the liability limitations of the TLD Registry Agreement also apply. Neither Registry nor ICANN shall be liable to each other for monetary damages under this Agreement.



**17.4 Independent Contractor.** Escrow Agent is an independent contractor and is not an employee or agent of Registry Operator, Registry, or ICANN.

**17.5 No Third-Party Beneficiaries.** This Agreement shall not be construed to create any obligation by Registry Operator, Registry, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name holder or registrar.

**17.6 Amendments.** This Agreement shall not be modified or amended except in writing executed by each of the parties.

**17.7 Assignment.** Neither Registry Operator, Registry, nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry Operator, Registry, or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Registry Operator Agreement or TLD Registry Agreement, as applicable. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator, Registry, and ICANN.

**17.8 Entire Agreement.** This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services for this particular Registry TLD. Registry and Registry Operator acknowledge and agree that, as between themselves, the Registry Operator Agreement (including all its appendices, exhibits, and other attachments) is intended to co-exist with this Agreement; this Agreement is supplementary to the Registry Operator Agreement; and the Registry Operator Agreement shall control in the event of any conflict between this Agreement and the Registry Operator Agreement. Registry and ICANN acknowledge and agree that, as between themselves, the TLD Registry Agreement (including all its attachments and exhibits) is intended to co-exist with this Agreement; this Agreement is supplementary to the TLD Registry Agreement; and the TLD Registry Agreement shall control in the event of any conflict between this Agreement and the TLD Registry Agreement.

**17.9 Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

**17.10 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

**17.11 Notices.** All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and

shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction, or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction, or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

**17.12 Survival.** The obligation of confidentiality in Section 7, Sections 9, 10, 11, 12, 13, and this Section 17.12 shall survive any termination of this Agreement.

**17.13 No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or single or partial exercise of any right, power, or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

## **Appendix 3 to Sponsored TLD Registry Agreement Zone File Access Agreement**

### **1. Parties**

The User named in this Agreement ("User" or "you") hereby contracts with Tralliance Corporation, a New York corporation ("Registry"), for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by Registry, Registry will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

### **2. User Information**

(a) User: \_\_\_\_\_

(b) Contact Person: \_\_\_\_\_

(c) Street Address: \_\_\_\_\_

(d) City, State or Province: \_\_\_\_\_

(e) Country and Postal Code: \_\_\_\_\_

(f) Telephone Number: \_\_\_\_\_  
(including area/country code)

(g) Fax Number: \_\_\_\_\_  
(including area/country code)

(h) E-Mail Address: \_\_\_\_\_

(i) Specific Internet host machine which will be used to access [nickname of Registry Operator]'s server to transfer copies of the Data:

Name: \_\_\_\_\_

IP Address: \_\_\_\_\_

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose, not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

### **3. Term**

This Agreement is effective for a period of three (3) months from the date of execution by Registry (the "Initial Term"). Upon conclusion of the Initial Term this Agreement will

automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF [TLD label] TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

#### **4. Grant Of Access**

Registry grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry from time to time, and to transfer a copy of the Data to the Internet host machine identified in Section 2 of this Agreement no more than once per 24 hour period using FTP or HTTP for the purposes described in this Section 4. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. Registry reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of Registry, except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

## **5. Fee**

You agree to remit in advance to Registry a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. Registry reserves the right to adjust, with the approval of ICANN, this fee on thirty days prior notice to reflect a change in the cost of providing access to the files.

## **6. Proprietary Rights**

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

## **7. Method Of Access**

Registry reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, Registry may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

## **8. No Warranties**

THE DATA IS PROVIDED "AS IS." REGISTRY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE DATA, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **9. Severability**

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

## **10. No Consequential Damages; Limitation of Damages.**

In no event shall Registry be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if Registry has been advised of the possibility of such damages. In no event shall Registry be liable to you for direct damages in an amount in excess of the fees paid by you to Registry during the one (1) year period preceding the date of your claim.

## **11. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of New York, without reference to conflicts of laws principles. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of

any provision of this Agreement shall be brought or otherwise commenced in the United States District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction over such claim, in the state courts of New York located in New York, New York. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located in New York, New York (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

## **12. Termination**

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Registry at 220 Fifth Avenue, 20th floor, New York, NY 10001. Registry has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by Registry or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

## **13. Definition**

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

## **14. Waiver**

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right.

## **15. Entire Agreement**

This is the entire agreement between you and Registry concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Tralliance Corporation

User:

By:  
(sign)

By:  
(sign)

Name:  
(print)

Name:  
(print)

Title:

Title:

Date:

Date:

**ASSIGNED USERID AND PASSWORD**

(To be assigned by Registry upon execution of this Agreement):

## Appendix 4 to Sponsored TLD Registry Agreement Registry Monthly Data Report

Registry shall provide the following information in its monthly reports. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

**1. Accredited Registrar Status.** State the number of registrars in each of the following three categories: (1) operational, (2) ramp-up (registrars that have received a password for access to OT&E), and (3) pre-ramp-up (registrars that have requested access, but have not yet entered the ramp-up period).

**2. Service Level Agreement Performance.** Compare Service Level Agreement requirements with actual performance measures for the reporting month.

**3. TLD Zone File Access Activity.** State the total number of zone file access passwords at end of the reporting month.

**4. Completed System Software Releases.** Describe significant releases during the reporting month, including release name, features, and completion date.

**5. Whois Service Activity.** State the number of Whois queries during the reporting month.

**6. Total Number of Transactions by Subcategory by Month.** State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers, restores.

**7. Daily Transaction Range.** Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.

**8. Per-Registrar Activity Report.** This report shall be transmitted to ICANN electronically in comma or pipe separated-value format, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	<a href="http://www.iana.org/assignments/registrar-ids">http://www.iana.org/assignments/registrar-ids</a>
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)



06	net-adds-2-yr	number of domains successfully registered with an initial term of two years
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically

28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report

## **Appendix 5 to Sponsored TLD Registry Agreement Whois Specifications**

### **Public Whois Specification**

Public Whois for the Sponsored TLD will be provided according to the specification described in Appendix S.

### **Whois Provider Data Specification**

Registry shall ensure Registry Operator provides bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN (the "Designated Recipient"). Any agreement between ICANN and a Designated Recipient for the license of such data (a "Whois License Agreement") will provide Registry with the right to enforce the Designated Recipient's obligations under this Appendix and the Whois License Agreement directly against the Designated Recipient, whether through being made a party to or third-party beneficiary of such agreement or through such other means as may be appropriate. In addition, any Whois License Agreement will include the following provisions governing the use of such data by the Designated Recipient:

1. The Designated Recipient shall only use the data provided by the Registry Operator for the purpose of providing free public query-based Whois access as described in Part 6 to Appendix S, as it may be amended from time to time). The Designated Recipient may not use such data for any other purpose.
2. The Designated Recipient shall use best efforts to implement any corrections to the data provided by the Registry Operator as soon as practicable.
3. The Designated Recipient must take such technical and organizational security measures as are, at a minimum, equivalent to those implemented by the Registry Operator with respect to such data.
4. Except for providing free public query-based access according to item 1 above, the Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry and ICANN during the design process as well as during the IETF standards process. In addition, Registry agrees to require Registry

Operator to implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following provides the target architecture and initial functionality.

## **A. Procedures for Providing Access**

Registry shall ensure Registry Operator prepares (i) full data sets for one day of each week (the day to be designated by ICANN) and (ii) incremental data sets for all seven days of each week. Full and incremental data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays. (Note that on the ICANN-designated day both an incremental and a full data set are prepared.)

**1. Preparation of Files Containing Data Sets.** Each full and incremental data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

For full data sets: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

For incremental data sets: "wiYYMMDD" where "YYMMDD" follows the same format.

b. The Registry Operator may optionally split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors in case of transfer fault. The Registry Operator may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the file size.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) The Data Recipient's public key will be used for the encryption and the Registry Operator's private key will be used for the signature. Public keys will be exchanged between the Registry Operator and the Designated Recipient by e-mail, physical delivery of floppy diskettes, or other agreed means.

**2. Transmission of Full Data Sets.** Once prepared, full data sets will be provided either by the procedures for incremental data sets described in item A(3) below or, at the option of either the Registry Operator or the Designated

Recipient, by writing the full data set to DAT tape (or other media mutually agreed by Registry Operator and the Designated Recipient) and sending it to the Designated Recipient by expedited delivery service (such as FedEx or DHL). If sent by expedited delivery service, the full data set will be scheduled for arrival no later than the second calendar day following the day to which the full backup relates.

**3. Transmission of Incremental Data Sets.** To permit the transmission of incremental data sets, Registry shall ensure Registry Operator makes them available for download by the Designated Recipient by Internet File Transfer Protocol. Incremental data sets will be made available for download no later than 2000 UTC on the day to which they relate.

## **B. Content**

The data sets (whether full or incremental) will consist of four types of objects:

**1. Domain Objects.** One type of object is the domain object, which corresponds to a single Registered Name. Each domain object includes the following data:

- Domain ID
- Domain Name
- Sponsoring Registrar (IANA-assigned identifier)
- Domain Status
- Registrant, Administrative, Technical and Billing Contact Information (references to appropriate contact objects)
- Names of Nameservers associated with this domain
- Created by Registrar (IANA-assigned identifier)
- Last Updated by Registrar (IANA-assigned identifier)
- Last Transferred Date
- Additional fields (Registry specified)
- Domain Registration Date
- Domain Expiration Date
- Domain Last Updated Date

**2. Nameserver Objects.** A second type of object is the nameserver object, which corresponds to a single registered nameserver. The nameserver object includes the following data:

- Nameserver ID
- Nameserver Name
- IP Addresses associated
- Sponsoring Registrar (IANA-assigned identifier)
- Created by Registrar (IANA-assigned identifier)
- Nameserver Last Updated by Registrar (IANA-assigned identifier)
- Created Date
- Last Updated Date
- Last Transferred Date

## Nameserver Status

**3. Contact Objects.** A third type of object is the contact object, which corresponds to a single contact (whether registrant, administrative, technical, or billing contact). The contact object includes the following data:

- Contact ID
- Contact Name
- Contact Organization
- Contact Address, City, State/Province, Country
- Contact Postal Code
- Contact Phone, Fax, E-mail
- Contact Registration Date
- Contact Last Updated Date
- Currently Associated
- Contact Status
- Additional fields (Registry specified)
- Sponsoring Registrar (IANA-assigned identifier)
- Created Registrar (IANA-assigned identifier)
- Last Transferred Date

**4. Registrar Object.** The final type of object corresponds to a single registrar. It includes the following data:

- Registrar ID (conforming to the IANA registrar-ids registry)
- Registrar Name
- Registrar Status
- Registrar Address, City, State/Province, Country
- Registrar Postal Code
- Registrar Phone, Fax, E-mail
- Registrar Administrative Contacts
- Registrar Technical Contacts
- Registrar Billing Contacts

**5. Objects Contained in Full and Incremental Data Sets.** Full data sets include one domain object for each Registered Name within the Sponsored TLD; and nameserver, contact, and registrar objects for each nameserver, contact, and registrar referred to in any domain object. Incremental data sets consist of (a) those of the objects constituting a full data set that have been added or updated since the last incremental data set and (b) notations of deletion of any objects since the last incremental data set.

## C. Format

Full and incremental data sets will be XML version 1.0, UTF-8 encoded documents conforming to the following document type definition:

```
<?xml version="1.0" encoding="UTF-8"?>  
  
<schema targetNamespace="urn:Tralliance:whoisdb-1.0"
```

```

xmlns:whoisdb="urn:Tralliance:whoisdb-1.0"
xmlns:eppcom="urn:ietf:params:xml:ns:eppcom-1.0"
xmlns:epp="urn:ietf:params:xml:ns:epp-1.0"
xmlns:contact="urn:ietf:params:xml:ns:contact-1.0"
xmlns:domain="urn:ietf:params:xml:ns:domain-1.0"
xmlns:host="urn:ietf:params:xml:ns:host-1.0"
xmlns="http://www.w3.org/2001/XMLSchema"
elementFormDefault="qualified">

<!--
Import EPP Element Types
-->
<import namespace="urn:ietf:params:xml:ns:eppcom-1.0"
schemaLocation="eppcom-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:epp-1.0"
schemaLocation="epp-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:contact-1.0"
schemaLocation="contact-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:domain-1.0"
schemaLocation="domain-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:host-1.0"
schemaLocation="host-
1.0.xsd"/>

<annotation>
  <documentation>
    XML Schema for WHOIS Data Escrow From Tralliance
  </documentation>
</annotation>

<!--
Child Element
-->
<element name="whois-data" type="whoisdb:whoisDbType"/>

<complexType name="whoisDbType">
  <choice>
    <element name="full" type="whoisdb:fullsetType"/>
    <element name="incremental" type="whoisdb:partialType"/>
  </choice>
  <attribute name="tld" type="whoisdb:tldType" use="required"/>
  <attribute name="date" type="dateTime" use="required"/>
</complexType>
<simpleType name="tldType">
  <restriction base="string">
    <enumeration value="travel"/>
  </restriction>
</simpleType>
<complexType name="fullsetType">
  <sequence>
    <element name="contact" type="contact:infDataType"
minOccurs="0" maxOccurs="unbounded"/>
    <element name="domain" type="domain:infDataType"

```

```

minOccurs="0" maxOccurs="unbounded" />
  <element name="host" type="host:infDataType"
minOccurs="0" maxOccurs="unbounded" />
  <element name="registrar" type="whoisdb:registrarType"
minOccurs="0" maxOccurs="unbounded" />
  </sequence>
</complexType>
<complexType name="partialType">
  <sequence>
    <element name="contact" type="contact:infDataType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="domain" type="domain:infDataType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="host" type="host:infDataType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="registrar" type="whoisdb:registrarType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="del-contact" type="contact:sIDType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="del-domain" type="domain:sNameType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="del-host" type="host:sNameType"
minOccurs="0" maxOccurs="unbounded" />
    <element name="del-registrar" type="whoisdb:registrarIDType"
minOccurs="0" maxOccurs="unbounded" />
  </sequence>
</complexType>
<complexType name="registrarIDType">
  <sequence>
    <element name="registrar-id" type="eppcom:clIDType" />
  </sequence>
</complexType>

<!--
Registrar Type derived from XRP Specification
-->
<complexType name="registrarType">
  <sequence>
    <element name="roid" type="eppcom:roidType" />
    <element name="registrar-id" type="eppcom:clIDType" />
    <element name="name" type="whoisdb:registrarNameType" />
    <element name="address" type="contact:addrType" />
    <element name="referral-url" type="whoisdb:registrarWebUrlType"
minOccurs="0" />
    <element name="whois-server" type="whoisdb:registrarWebUrlType"
minOccurs="0" />
    <element name="iana-id" type="whoisdb:registrarIanaIDType" />
    <element name="contact" type="whoisdb:registrarContactType"
maxOccurs="5" />
    <element name="crDate" type="dateTime" />
    <element name="upDate" type="dateTime" minOccurs="0" />
  </sequence>
</complexType>
<simpleType name="registrarNameType">
  <restriction base="string">
    <minLength value="1" />
    <maxLength value="128" />

```



```

    </restriction>
</simpleType>
<simpleType name="registrarWebUrlType">
  <restriction base="string"/>
</simpleType>
<simpleType name="registrarIanaIDType">
  <restriction base="string"/>
</simpleType>
<complexType name="registrarContactType">
  <simpleContent>
    <extension base="eppcom:roidType">
      <attribute name="type" use="required">
        <simpleType>
          <restriction base="string">
            <enumeration value="administrative"/>
            <enumeration value="billing"/>
            <enumeration value="technical"/>
          </restriction>
        </simpleType>
      </attribute>
    </extension>
  </simpleContent>
</complexType>
<simpleType name="registrarStatusType">
  <restriction base="string">
    <enumeration value="active"/>
    <enumeration value="suspended"/>
    <enumeration value="defunct"/>
  </restriction>
</simpleType>
</schema>

```

## Whois Data Specification – ICANN

Registry shall ensure Registry Operator provides bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services, the DNS, and the Internet.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsorship Agreement. This Appendix is subject to change by agreement of Registry and ICANN during the design process as well as during the IETF standards process. In addition, Registry agrees to require Registry Operator to implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following represents the target architecture and initial functionality.

## **A. Procedures for Providing Access**

Registry shall ensure Registry Operator prepares a full data set for one day of each week (the day to be designated by ICANN). Full data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays.

**1. Preparation of Files Containing Data Sets.** Each full data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

"wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

b. The Registry Operator may optionally split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an .MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors. The Registry Operator may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the filesize.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) An ICANN public key will be used for the encryption and the Registry Operator's private key will be used for the signature. Public keys will be exchanged between the Registry Operator and ICANN by e-mail, physical delivery of floppy diskettes or other agreed means.

**2. Transmission of Full Data Sets.** Once prepared, full data sets will be provided according to paragraph a below or, at Registry and Registry Operator's option, according to paragraph b below:

a. Registry shall ensure Registry Operator makes full data sets available for download by ICANN by Internet File Transfer Protocol (FTP) (FTP access will be password protected and limited to prespecified IP ranges). The data sets will be made available for download beginning no later than 2000 UTC on the day to which they relate and until the next full data set becomes available for download.

b. Registry shall ensure Registry Operator writes the full data set to DAT (DDS-4) tape (or other media specified by ICANN) and sends it to ICANN by expedited delivery service (such as FedEx or DHL). The full data set will be scheduled for

arrival at ICANN no later than the second calendar day following the day to which the data set relates.

**B. Content**

The full data sets will consist of four types of the objects and contents described for full data sets in Part 6 of Appendix S.

**C. Format**

Full data sets will be XML version 1.0, UTF-8 encoded documents conforming to the schema/document type declaration set forth in Exhibit B of Appendix 1

## **Appendix 6 to Sponsored TLD Registry Agreement**

### **List of Reserved TLD Strings**

Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

**A. Labels Reserved at All Levels.** The following names shall be reserved at the second level and at all other levels within the TLD at which Registry makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic

- rfc-editor
- ripe
- root-servers

**B. Additional Second-Level Reservations.** In addition, the following names shall be reserved at the second level:

- All single-character labels.
- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

**C. Tagged Domain Names.** All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

**D. Second-Level Reservations for Registry Operations.** The following names are reserved for use in connection with the operation of the registry for the Registry TLD. They may be used by Registry, but upon conclusion of Registry's designation as the registry for the Registry TLD they shall be transferred as specified by ICANN:

- nic
- whois
- www

## Appendix 7 to Sponsored TLD Registry Agreement Functional and Performance Specifications

Pursuant to the responsibility delegated to it in Appendix S, Registry will prescribe functional requirements for Registry Services provided by the Registry Operator for the Sponsored TLD. Those functional requirements shall ensure that at least the following minimum functional capabilities are provided.

### 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. Nameserver Requirements

The nameservers for the Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs): 1034, 1035, 1101, 2181, 2182. In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC 2234:

```
dot = %x2E ; "."
dash = %x2D ; "-"
alpha = %x41-5A / %x61-7A ; A-Z / a-z
digit = %x30-39 ; 0-9
ldh = alpha / digit / dash
id-prefix = alpha / digit
label = id-prefix [*61ldh id-prefix]
sldn = label dot label; not to exceed 254 characters
hostname = *(label dot) sldn; not to exceed 254 characters
```

There MUST be nameservers for the Sponsored TLD on at least five different network segments. So that the IANA has zone-file access, zone-file transfers MUST be enabled at all nameservers for transfers to at least 128.9.0.0/16 and 192.0.32.0/20.

### 3. Registry System Requirements

The registry system MUST enforce the name reservations and Charter requirements set forth in Appendix S.

The Registry MUST maintain no less than two geographically diverse SRS and whois data centers with the requisite back-up power to operate such data centers in the event of a power failure for the Sponsored TLD.

#### **4. Whois Service Requirements**

Whois service MUST meet at least the functional specifications set forth in Appendix 5.

#### **5. Data Escrow Requirements**

Data escrow MUST meet at least the functional specifications set forth in Appendix 1. The registry shall be capable of storing the data to be escrowed.

#### **6. Reporting Requirements**

The registry system MUST provide data sufficient to meet the reporting requirements set forth in Appendix 4.

#### **7. Performance Specifications**

**DNS Service Availability.** Service availability as it applies to the DNS Service refers to the ability of the Nameservers, as a group, to resolve a DNS query from an Internet user. The committed Performance Specification is 99.999% measured in Monthly Timeframes.

**Performance Level.** At any time at which it is available, each Nameserver (including a cluster of Nameservers addressed at a shared IP address) MUST be able to handle a load of queries for DNS data that is three times the measured daily peak (averaged over the Monthly Timeframe) of such requests on the most loaded Nameserver.

**Cross-Network Nameserver Performance Requirements.** The committed Performance Specification for cross-network Nameserver performance is a measured Round-trip time of under 300 ms 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:

The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the Nameservers and observing the responses from the 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).

Each string of request packets will consist of 100 UDP packets at 10-second intervals requesting ns records for arbitrarily selected second-level domains in the Sponsored TLD, preselected to ensure that the names exist in the Sponsored 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.

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

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

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

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

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

To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of day, as well as on different days of the week). The cross-network Nameserver performance requirement will be deemed to have not been met only if the Nameservers persistently fail the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

In the event of persistent failure of the CNNP Tests, ICANN will give Registry written notice of the failures (with backup data) and Registry will have sixty days to cure the failure.

If, following Registry's opportunity to cure, the Nameservers continue to persistently fail CNNP Tests and Registry fails to resolve the problem within thirty days after written notice of the continuing failures, Registry will be in breach of its obligations under the Registry Agreement.

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

**Whois Service Performance Level.** The Whois Service will, on average, be able to handle 50 queries per second.

**Whois Service Availability.** The committed Performance Specification for Whois Service is 99.4% measured in Monthly Timeframes.

**Whois Service Response Times.** The Whois Service will have a worst-case response time of 1.5 seconds for 95% of Whois queries, not including network delays, before it will be considered unavailable.

**Whois Service Updates.** The data provided by the Whois Service will be updated on at least a daily basis.



**8. Failover.** The Registry shall practice fail over between data centers not less frequently than once every two years

# **Appendix S to Sponsored TLD Registry Agreement**

## Contents

Part I:	TLD Charter
Part II:	Delegated Authority
Part III:	Description of Sponsored TLD Community
Part IV:	Start-Up Plan
Part V:	Selection of Registrars
Part VI:	Public WhoIs

## **Part I**

### **.Travel Charter**

The .travel TLD will be established to serve the needs of the international travel industry ("Community"). It will be managed in accordance with the provisions of this charter ("Charter") and in the interests of the Community.

1. The Registry will be responsible for establishing registration requirements for the .travel TLD. Registration will be limited to: people, businesses, organizations and entities, however constituted, whose primary area of activity is in the travel industry.

2. The Registry, with the advice of The Travel Partnership Corporation, may enumerate and identify industry sectors that are within the meaning of the registration requirements set out in item 1, above. The initial enumeration of such sectors is set out in item 4, below.

3. The Registry may establish stricter requirements for registrants than those set out in item 1, above, according to the Delegated Authority set out in Part II of this Appendix S. In the event that such stricter requirements are established at any time, the Registry will make such requirements public in the manner contemplated in its delegation of authority and will promptly inform ICANN of such requirements.

4. For the purposes of this Charter, without limitation, and as may be amended or clarified from time to time as contemplated by item 5, below, the Registry has enumerated the following sectors of the travel industry that are within the meaning of the registration requirements set out in item 1, above:

- a. Airlines
- b. Attractions/Theme Parks
- c. Bed & Breakfast Houses
- d. Bus/Taxi/Limousine Operators
- e. Camp Facility Operators
- f. Car Rental Companies
- g. Computer Reservation/Travel Technology Provider
- h. Convention & Visitor's Bureaus
- i. Cruise Lines
- j. Ferries
- k. Hotels/Resorts/Casinos
- l. National Tourism Offices
- m. Passenger Rail Lines
- n. Restaurants
- o. Tour Operators
- p. Travel Agents
- q. Travel Media
- r. Travel-Consumer and Market Research Organizations

5. The Registry may amend, clarify, extend or re-enumerate the industry sectors identified in item 4, above (the “Changes”), provided that such Changes are within the scope of the requirement set out in item 1, above. In such event the Registry will promptly make such Changes public in the manner contemplated in its Delegated Authority set out in Part II to this Appendix S and will promptly inform ICANN of such Changes.

---

## **Part II Delegated Authority**

The following areas of responsibility for development of policies for the Sponsored TLD are delegated to the Registry, provided the other provisions of the Agreement and its Appendices are followed:

1. Establishment of naming conventions to be used in the Sponsored TLD.
2. Restrictions on what types of people or entities may register Registered Names (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter is not exceeded.
3. Restrictions on how Registered Names may be used (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter is not exceeded.
4. Performance of Eligibility and Name-Selection Services (ENS Services), either directly by the Registry or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services.
5. Mechanisms for enforcement of the restrictions in items 2 and 3, including procedures for revocation or cancellation of registrations.
6. Mechanisms for resolution of disputes concerning eligibility between eligible entities and of disputes between owners of rights (who may or may not be registrants) in names (such as trademarks) and registrants, that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.
7. Selection of the Registry Operator (not to be an affiliate of the Registry) and establishment of the terms of agreement between Registry and the Registry Operator.
8. Functional and performance specifications for, and pricing of, Registry Services.
9. Matters concerning the operation of the registry for the Sponsored TLD.
10. Selection of ICANN-Accredited Registrars to act as registrars for the Sponsored TLD, consistent with Part V of this Appendix S.

11. Terms of agreement to be offered by the Registry to ICANN-Accredited Registrars selected by Registry, including provisions for fair treatment by the Registry and the Registry Operator of those registrars.

12. Practices of ICANN-Accredited Registrars selected by Registry with respect to Registered Names and their registration.

13. Terms of agreement between registrars and registrants under which Registered Names are registered.

14. Uses and practices by registrants with respect to Registered Names.

15. Procedures and schedule for the start-up of the Sponsored TLD, provided they are consistent with Part IV of this Appendix S.

16. Provisions for publication of registry and registrar data consistent with the TLD Sponsorship Agreement and Registrar Accreditation Agreements.

---

### **Part III**

## **Description of the .Travel Community**

The .travel TLD is intended to serve the needs of the international travel industry, which consists of those people, businesses, organizations and entities, however constituted, eligible to register in the .travel TLD pursuant to the Agreement and the .travel Charter (Part I to this Appendix S).

The Registry may extend or amend the description of the Community consistent with the terms of the Agreement and the .travel Charter.

---

### **Part IV**

## **STARTUP PLAN**

### **PHASED LAUNCH AND SERVICES**

This Part 4 of Appendix S specifies the startup plan for the .travel TLD. The startup is designed as a phased launch consisting of the initiation of the following core services of the .travel TLD:

1. Eligibility and name selection policy implementation
2. Gathering and analysis of authentication data

3. Delivery of eligibility confirmations
4. Registration of eligible entities
5. Registrar interface
6. Data entry into the .travel industry directory
7. Industry directory public availability

The launch will be conducted in three phases—Announcement, Initial Pre-authentication and Limited Launch—with a controlled group of potential registrants. Registration will be limited to those authenticated entities that are: members of selected industry associations, or that are part of the existing database of a selected, independent, third-party accrediting organization. While limited to an identifiable group of travel industry participants, the registrant group will be diverse, global and sufficiently large to give broad access to the startup period, while at the same time providing an opportunity for a managed launch.

## **DEFINED TERMS**

Specialized terms used in the below are:

*Authentication Data*—means the standard information provided by a registrant to enable a determination of eligibility to hold a .travel domain name, including data concerning potential name registrations;

*Authentication Provider*—means (i) an organization selected by the Registry from among those members of The Travel Partnership Corporation (TTPC) who choose to review Authentication Data and confirm eligibility of their members, or the members of other travel associations under mutual agreement, and (ii) an independent, third-party organization that has been selected to review Authentication Data for those entities that are not members of TTPC associations. All Authentication Providers will be trained by the Registry in the review of Authentication Data and the application of eligibility policies;

*Names List*—means a list of names that any eligible entity is entitled to apply to register. The Names List is generated by the Registry based on the Authentication Data supplied by the eligible entity. The Authentication Provider will receive supporting document(s) from the entity for each name included in the Authentication Data. The Names List may be amended or extended as a result of the amendment or addition of new Authentication Data by the eligible entity.

*Pre-authentication*—means the gathering of data sufficient to assess and determine eligibility and the recording of eligibility and eligible names in the Registry Authentication Database prior to the registration of a .travel name;

*Registrar*—means a registrar that is accredited by both ICANN and the Registry according to the standards developed by the Registry;

*Registry Authentication Database*—means the secure database system into which all Authentication Data is gathered and which records eligibility and eligible names;

*Rolling Pre-authentication*—means the continuation of the pre-authentication process during Limited Launch in the manner set out under the heading “Initial Pre-authentication” subsections 6.19-6.24; and

*Unique Identification Number (UIN)*—means a unique number issued by the Registry to each eligible entity upon review of their Authentication Data and confirmation of eligibility by an Authentication Provider. The UIN must be received prior to any name registration.

## TIMETABLE

The following is a summary of the three-phase startup period including its functions and relative dates:

<b>Phase</b>	<b>Functions</b>	<b>Start/End</b>
Initial Pre-authentication Announcement	Announces the starting date of pre-authentication to the eligible community	Start C: -120 days End C: -90
Initial Pre-authentication	Eligibility and name selection data gathering; confirmation of eligibility by Authentication Providers; industry directory data entry	Start: C -60-90 days End: C +90 days
Limited Launch and Rolling Pre-authentication	Registration; registrar interface live; industry directory live	Start: Commencement of Service End: C +90 days

## SERVICE DESCRIPTIONS

### INITIAL PRE-AUTHENTICATION ANNOUNCEMENT

**1. Dates and Authentication Providers Announced**—While the Registry has been conducting a program of general awareness within the industry and among the members of TTPC, 30 days prior to the initiation of Pre-authentication it will begin a series of public announcements of the date on which Pre-authentication will begin, its purpose, period and the name of the Authentication Providers through whom a potential registrant may be pre-authenticated. The term of the Pre-authentication period prior to Limited Launch will be between 60 and 90 day, depending on technical implementation and completion of ICANN contracting.

### INITIAL PRE-AUTHENTICATION

**1. Pre-authentication Overview**—Initial Pre-authentication is the sixty to ninety-day period prior to the start of acceptance and provisioning of .travel domain name registrations by the Registry. Pre-authentication follows the same eligibility process and policies as will be applied during Limited Launch and thereafter. However, during the start-up period, potential

registrants will be provided with an opportunity to be pre-authenticated by the applicable Authentication Provider prior to the Limited Launch.

Pre-authentication is designed to make the registration process more efficient for the Registry during the Limited Launch phase and to eliminate delays for the registrant. After the Startup Period authentication of eligibility will continue to be required for all registrants and will be conducted in the same manner as during the Initial Pre-authentication Phase except that it will be open to all potential registrants.

It is anticipated that Initial Pre-authentication will begin between May 1, and May 30, 2005 and end 60-90 days later, on or about August 1, 2005.

**2. Initial Pre-authentication Key Elements**—The Initial Pre-authentication phase has the following key elements:

- 2.1 It is limited to entities that are members of travel associations that are Authentication Providers or entities that are affiliated with the third-party Authentication Provider. This process will permit pre-authentication by entities outside the TTPC member group located anywhere in the world, provided that those entities are registered with the third-party Authentication Provider.
- 2.2 Members of a travel association must be pre-authenticated by their association or by the independent, third-party Authentication Provider. A travel association that is an Authentication Provider will only be permitted to authenticate only its own members or the members of another association where a prior agreement and procedures have been put in place.
- 2.3 All Authentication Data supplied by a registrant conforms to a standard template that is designed according to .travel eligibility and name convention policies. See, “3. *Pre-authentication Data Required*” below.
- 2.4 All Authentication Providers will be trained by the Registry in the application of .travel policies to determine eligibility in a fair and transparent manner. In the case of any questions of eligibility, the Registry will be the final assessor of eligibility.
- 2.5 Only eligibility is authenticated during Pre-authentication. Once a travel entity has been authenticated, it must wait until the Limited Launch period to register an applicable domain name with the registry.
- 2.6 In Limited Launch, registrations will be on a first-come, first-served basis, regardless of when the entity was pre-authenticated. Thus, there is no priority to an applicant entity based on the date of pre-authentication.
- 2.7 All Authentication Data will be entered by the applicant entity directly into the Authentication Database and all Authentication Providers review only data entered into the Authentication Database. All confirmations of eligibility will be made directly to the Authentication Database thereby reducing communication complexity and potential messaging errors.

**3. Pre-authentication Data Required**—Pre-authentication data must be supplied by all applicant entities to support a determination of their eligibility by the Authentication Provider and the Registry. Applicants will provide Identification Data (according to their business type), Contact Data and Name Selection Data. Identifying data provides particular information for:



Registered Businesses or Organizations; Partnerships; Tourist and Convention Bureaus; and Individuals who are sole proprietors. In addition, a standard block of data for all applicant types provides contact data and name selection data.

3.1 Identifying Data by Applicant Type—The following are the specific data elements required for each of the four designated applicant types:

*3.1.1 Identifying Data for Registered Businesses and Organizations*

<b>Data Type</b>	<b>Required Data (•)</b>
1. Incorporation (legal) Name	•
2. Business Identifier (registration or similar number)	•
3. Business Identifier Issuer	• (Name and location of issuer)

*3.1.2 Identifying Data for Partnerships*

<b>Data Type</b>	<b>Required Data (•)</b>
1. Partnership Name -and- General Partner Name (if applicable)	• List the name under which the partnership is registered and the general partner's name if applicable
2. Partnership Identifier	Required if a number is available
3. Partnership Identifier Issuer	Required if a number is available

*3.1.3 Identifying Data for Tourist and Convention Bureaus*

<b>Data Type</b>	<b>Required Data (•)</b>
1. Registered (legal) Name	•
2. Business Identifier (registration or similar number)	•
3. Business Identifier Issuer	• (Name and location of issuer)
4. Designated by City	• (Required if intending to register a city name)

3.1.4 Identifying Data for Individuals (sole proprietors)

Data Type	Required Data (•)
1. Sole Proprietor's Name	•
2. Additional Confirmation Data (third-party issued data supporting name and business: business license, utilities bill, supplier letter, as determined by AP)	•

3.2 Name Selection and Contact Data Required from all Applicants—The following are the specific data elements applicable to all of the four designated applicant types:

Data Type	Required Data (•)	
1. All Name Types	Not required unless the applicant intends to register a name other than its incorporation, partnership, bureau or personal name	<p>Applicants are required to enter each name they might register at any time in the future. They must enter the name under the appropriate “name type”. Applicants must provide their Authentication Provider with document(s) that confirm the use or registration by the applicant of each included name.</p> <p>More than one name may be entered under each “name type”.</p> <p><b>Name Types:</b></p> <p>a) "Doing Business As", "Trade Name" or "Usual" Business Name</p> <p>b) Usual Business Name as used in a URL</p> <p>c) Trademark</p> <p>d) Service Mark</p>

		e) Club or Association Name f) Vessel Name g) Competition/ Event Name h) Division Name i) Subsidiary Name
2. Travel Sector	•	Applicants select one of the eighteen .travel sectors
3. Membership	•	Applicants select which AP or TTPC member they are a member of
4. Applicant Address	•	
5. Mailing Address if different		
6. Applicant Phone Number	•	
7. Applicant Fax Number		
8. Applicant business Email address		
9. Business Owner/Officer First Name	•	
10. Business Owner/Officer Last Name	•	
11. Business Owner/Officer Title	•	
12. Applicant Contact First Name	•	
13. Applicant Contact Last Name	•	
14. Email address of applicant	• required if available	
15. Current URL of applicant	This need not be a .travel URL	

**4. Pre-authentication Data and Eligibility**—The pre-authentication data is designed to gather information that: 1. Identifies the applicant entity; 2. Determines their industry sector; and 3. Lists the names they use in their business. Authentication Providers review pre-authentication

data to confirm that the entity is identified correctly and that they operate within the industry sector that they report they are within.

**5. Pre-authentication Training and Testing**—Pre-authentication Providers will be given training and documentation in .travel policies, eligibility, name selection and how to conduct a review of eligibility. The Registry will give each Authentication Provider a standard web page format informing their members of how to be pre-authenticated and providing a link to the Authentication Database. Each Authentication Provider will be given a set of test data to enter into the Authentication Database and each Authentication Provider will perform at least one test review, confirmation and denial. Authentication testing will be carried out over a period of two weeks and will involve all Authentication Providers and will include all phases of pre-authentication data handling and messaging, both technical and non-technical.

**6. Pre-authentication Process**—The Pre-authentication process will proceed as follows:

- 6.1 Pre-authentication will be offered to all members or affiliates of Authentication Providers during the Pre-authentication phase and during Limited Launch.
- 6.2 Each applicant entity will receive a username and password permitting it access to the Registry Authentication Database either directly or via a hyperlink in its Authentication Provider's website.
- 6.3 The applicant entity will input Authentication Data directly into the Registry Authentication Database. All Authentication Data will follow the templates set out in "*3. Pre-Authentication Data Required*" above.
- 6.4 Entry of pre-authentication data will be open to all applicant entities during the entire period with no privilege or queuing accorded to any entity or to members or affiliates of any Authentication Provider. The receipt of a confirmation of eligibility is not time or date based and provides no priority for later registration. Pre-authentication is, however, a precondition for any registration during the Limited Launch period.
- 6.5 The Authentication Database will be available 24 hours a day throughout the entire Startup Period.
- 6.6 The entity's Authentication Provider will review the Authentication Data via access to the Authentication Database using a username and password and will confirm eligibility according to .travel policies.
- 6.7 The confirmation of eligibility will be recorded in the Authentication Database.
- 6.8 The confirmation of eligibility will be recorded with a Unique Identification Number issued as a permanent identifier for the applicant.
- 6.9 After confirmation of eligibility, the applicant's Authentication Data will be analyzed according to an automated application of .travel name selection policies and a list of names that the entity is eligible to apply to register will be generated. This is the Names List.
- 6.10 The UIN and the Names List will be posted to a secure database and will be made available to the applicant and its Authentication Provider via a username and password.
- 6.11 The applicant will be able to apply to register only names on the Names List.
- 6.12 No priority will be given to any name on any Names List, or to any holder over any other holder where each has the same name on their Names List.

- 6.13 Although an entity must wait until the Limited Launch to register its domain name(s), it may, prior to that phase, complete its listing in the .travel industry directory. When the entity later registers a domain name, that directory listing will be made public.
- 6.14 If the Authentication Provider is unable to authenticate the entity, it shall deny the entity's request for pre-authentication. In such a case, the entity may request a review by the Registry within 30 days of such denial.
- 6.15 All denials of eligibility will be recorded in the Authentication Database.
- 6.16 A log and archive of all denials will be maintained.
- 6.17 All applicant entities supplying Authentication Data will be matched against the list of denied entities.
- 6.18 The pre-authenticated entity may complete name registration during Limited Launch or at any time thereafter for a period of 12 months, after which authentication must be renewed.
- 6.19 Prior to the commencement of the Limited Launch, there will be a period of five (5) days during which no pre-authentication applications will be accepted by the Registry. Pre-authentication will begin again on the first day of the Limited Launch phase.
- 6.20 All entities that have completed pre-authentication at the date five (5) days prior to the commencement of Limited Launch will be permitted to apply to register a name included on their Names List at any time during Limited Launch and thereafter.
- 6.21 On the first day of Limited Launch pre-authentication will restart and will continue for twenty-five (25) days (or 5 days prior to a calendar month end, if Limited Launch begins on the first day of a calendar month).
- 6.22 All entities that have completed pre-authentication during the first month of Limited Launch will be permitted to apply to register a name included on their Names List on the first day of the second month of Limited Launch and at any time during Limited Launch and thereafter.
- 6.23 On the thirty-first (31st) day of Limited Launch (or the first calendar day of the second calendar month of Limited Launch) pre-authentication will restart and will continue for twenty-five (25) days (or 5 days prior to a calendar month end, if Limited Launch begins on the first day of a calendar month).
- 6.24 All entities that have completed pre-authentication during the second month of Limited Launch will be permitted to apply to register a name included on their Names List on the first day of the third month of Limited Launch and at any time during Limited Launch and thereafter.
- 6.25 The process referred to in 6.19 to 6.24 is referred to as "Rolling Pre-authentication" and is designed to: (i) provide the maximum opportunity to be pre-authenticated; and (ii) provide a benefit for early pre-authentication.
- 6.26 Rolling Pre-authentication ends on the last day of Limited Launch.
- 6.27 The Registry will maintain a log of all denials, attempts by applicants to change Authentication Provider subsequent to a denial and any messaging or other communications problems that may occur with Authentication Providers.

## **LIMITED LAUNCH**

**1. Limited Launch Overview**—Limited Launch is a ninety-day period during which *only* those entities that have been pre-authenticated will be permitted to register a .travel name. All entities

that have been authenticated during the Initial Pre-authentication Phase will be entitled to register a .travel domain name at any time during Limited Launch and thereafter. Entities that are pre-authenticated during Limited Launch will be entitled to register a name according to the process described above (6.19-6.24) as Rolling Pre-authentication.

During Limited Launch all eligible entities will register a .travel name through a Registrar that has been approved by the Registry. All name registrations will be first-come-first served. All eligible entities holding a UIN will be permitted to register only the name(s) on their Names List. All entities that are denied a name they have applied for are entitled to request a review of the name denial by the TTPC Review Panel within 30 days following the denial.

Once a registrant receives its first .travel name, any industry directory listing it has completed will automatically be made public

The Limited Launch phase will conclude 90 days after its start date.

## **2. Limited Launch Registration Process—**

- 2.1 Limited Launch will begin at 12:01 AM EST on the Commencement Date.
- 2.2 At the time of initiation of Limited Launch all entities holding a UIN will be entitled to apply to register a name(s) included on their Names List.
- 2.3 There will be no limit to the number of names a holder of a UIN will be permitted to register.
- 2.4 All registrations will be carried out by Registrars that are approved by the Registry.
- 2.5 All communications between the Registry and the Registrar will follow the “Format for .travel Domain Name Transactions” below.
- 2.6 Any name denials will be communicated to the Registrar together with a notice of denial review application procedures.
- 2.7 No name(s) will be “held”. All names for which registration is sought must be included on the applicant’s Names List. Any name that is denied will immediately be available for registration by another holder of a UIN that also has that name on its Names List.
- 2.8 The Registry will match the applicant name, UIN and requested name against the Authentication Database. No name will be registered unless the applicant name, UIN and requested name match the data for that applicant.
- 2.9 The Registry will maintain no less than two geographically diverse SRS and DNS data centers with the requisite back-up power to operate such data centers in the event of a power failure.

## **SUMMARY OF IMPORTANT FEATURES OF STARTUP**

- 1. Assurance of Eligibility—**All applicants will be required to be pre-authenticated by supplying Authentication Data that conforms to a standard set of data elements and that will be reviewed by a trained Authentication Provider. Applicant identity and industry sector data will be matched against data held or gathered by the Authentication Provider.

All entities whose eligibility has been confirmed will receive a UIN that is their permanent

identifier in the Registry Authentication Database. All applications for domain name registration require that the applicant identify themselves with their UIN as well as their name.

2. **Protecting the Rights of Others**—All holders of a UIN will also receive a Names List that is generated by the Registry based on the Authentication Data entered by the applicant. The Names List is the definitive list of names that the entity is permitted to apply to register. Each name identified in the Authentication Data must be supported by public document(s) that show the use or registration of that name by the applicant.

No priority will be determined or granted for one name on a Names List as against any other name on the Names List. No Names List gives priority to the holder of the Names List as against any other holder of a Names List that includes the same name(s).

The Registry will register names only on a “first-come” basis.

The Registry will maintain an archive of all of the documents provided to support a name included in the Authentication Data for a given applicant.

3. **Protection Against Abusive Registrations**—An applicant for a .travel name is only permitted to register a name found on its Names List. The Registry will support UDRP and CEDRP processes.
4. **Avoidance of Authentication Manipulation**—Authentication manipulation might occur if the applicant were able to “shop” for an Authentication Provider that will certify them as eligible. The Registry will implement several procedures that will guard against authentication manipulation:
  - 4.1 A travel association that is an Authentication Provider will be permitted to authenticate only its own members or the members of another association where a prior agreement and procedures have been put in place.
  - 4.2 All denials by association Authentication Providers will be recorded, logged and archived by the Registry.
  - 4.3 A third-party, independent Authentication Provider may authenticate any entity, but all denials will be recorded, logged and archived by the Registry in the Authentication Database and all certifications by such an Authentication Provider will be matched against the log of denied entities. During Limited Launch there will be only one non-association Authentication Provider.
  - 4.4 All Authentication Data and review is standard across all Authentication Providers.
  - 4.5 All Authentication Data is entered directly into the Authentication Database and is always available for review by the Registry.
5. **Avoidance of Name “Lock-up”**—Name “lock-up” might theoretically occur where a name is applied for and put “on hold” while authentication of eligibility and name selection are carried out. No .travel names will be put “on hold”.

The Registry will permit registrations only by holders of a UIN. All holders of a UIN will have been pre-authenticated and each will have a Names List. Only a name on the applicant's Names List will be registered. The UIN and Names List will be held in the Authentication Database and will be confirmed by the registry at the time of each name registration. The confirmation will occur during the registration process and will not cause a delay. No name(s) will be "held" or "locked". Any name that is not registered will remain available for registration by an eligible party whose Names List includes that name.

- 6. Reporting on Eligibility and Authentication**—The Registry will maintain a log of all denials, attempts by applicants to change Authentication Provider subsequent to a denial and any messaging or other communications problems that may occur with Authentication Providers. Within six months following the end of Limited Launch the Registry will provide ICANN with a report of experience in these issues.

#### **POST STARTUP—FULL LIVE OPERATION**

- 1. Commencement**—Full live operation of the Registry will begin without interruption upon the conclusion of Limited Launch.
- 2. Pre-authentication**—Pre-authentication will be required for registrations during full, live operation as it was during Limited Launch. A UIN will be required to initiate a registration. Pre-authentication and receipt of a UIN and Names List will permit immediate application for domain name registration.
- 3. Names List**—All holders of a UIN will also hold a Names List. An applicant is entitled to apply to register any name(s) on the applicant's Names List, as during the Limited Launch phase.
- 4. Open to All**—When the Registry is in full live operation pre-authentication and name registration will be open to all potential .travel registrants whether or not they are a member or affiliate of an Authentication Provider. Pre-authentication will continue to take place through Authentication Providers, which group may vary in size and participants from time to time thereafter and which may include one or many third-party, independent Authentication Providers that are not travel associations. A travel association that is an Authentication Provider will continue to be permitted to authenticate only its own members or the members of another association with which it has a prior agreement.
- 5. Registrars**—Registration during full live operation will take place through Registrars approved by the Registry.

#### **FORMAT FOR .TRAVEL DOMAIN NAME TRANSACTIONS**

- 1. EPP 1.0 Messages**—Registrars will submit EPP 1.0 messages to the registry operator. For domain creates, renews and transfers, the message will include an extension so that the registrant's authentication to create, renew, or transfer the domain can be validated. The



following messages are examples of the messages and responses.

1. EPP command <domain:create>

```
<?xml version="1.0" encoding="UTF-8"?>
<epp xmlns="urn:ietf:params:xml:ns:epp-1.0"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:schemaLocation="urn:ietf:params:xml:ns:epp-1.0 epp-1.0.xsd">
  <command>
    <create>
      <domain:create xmlns="urn:ietf:params:xml:ns:domain-1.0"
xmlns:domain="urn:ietf:params:xml:ns:domain-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:domain-1.0 domain-1.0.xsd">
        <domain:name>tralliance.travel</domain:name>
        <domain:registrant>tralliance</domain:registrant>
        <domain:contact type="admin">tralliance</domain:contact>
        <domain:contact type="tech">tralliance</domain:contact>
        <domain:contact type="billing">tralliance</domain:contact>
        <domain:authInfo>
          <domain:pw>secret</domain:pw>
        </domain:authInfo>
      </domain:create>
    </create>
    <extension>
      <neulevel:extension xmlns="urn:ietf:params:xml:ns:neulevel-1.0"
xmlns:neulevel="urn:ietf:params:xml:ns:neulevel-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:neulevel-1.0 neulevel-1.0.xsd">
        <neulevel:unspec>UIN=1234567890123456</neulevel:unspec>
      </neulevel:extension>
    </extension>
    <clTRID>ABC-12345</clTRID>
  </command>
</epp>
```

2. EPP command <domain:transfer>

```
<?xml version="1.0" encoding="UTF-8"?>
<epp xmlns="urn:ietf:params:xml:ns:epp-1.0"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:schemaLocation="urn:ietf:params:xml:ns:epp-1.0 epp-1.0.xsd">
  <command>
    <transfer op="request">
      <domain:transfer xmlns="urn:ietf:params:xml:ns:domain-1.0"
xmlns:domain="urn:ietf:params:xml:ns:domain-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:domain-1.0 domain-1.0.xsd">
        <domain:name>tralliance.travel</domain:name>
        <domain:authInfo>
          <domain:pw>mysecret</domain:pw>
        </domain:authInfo>
      </domain:transfer>
    </transfer>
    <extension>
      <neulevel:extension xmlns="urn:ietf:params:xml:ns:neulevel-1.0"
xmlns:neulevel="urn:ietf:params:xml:ns:neulevel-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:neulevel-1.0 neulevel-1.0.xsd">
        <neulevel:unspec>UIN=1234567890123456</neulevel:unspec>
      </neulevel:extension>
    </extension>
    <clTRID>ABC-12345</clTRID>
  </command>
</epp>
```

### 3. EPP command <domain:renew>

```
<?xml version="1.0" encoding="UTF-8"?>
<epp xmlns="urn:ietf:params:xml:ns:epp-1.0"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:schemaLocation="urn:ietf:params:xml:ns:epp-1.0 epp-1.0.xsd">
  <command>
    <renew>
      <domain:renew xmlns="urn:ietf:params:xml:ns:domain-1.0"
xmlns:domain="urn:ietf:params:xml:ns:domain-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:domain-1.0 domain-1.0.xsd">
        <domain:name>tralliance.travel</domain:name>
        <domain:curExpDate>2007-03-08</domain:curExpDate>
        <domain:period unit="y">1</domain:period>
      </domain:renew>
    </renew>
    <extension>
      <neulevel:extension xmlns="urn:ietf:params:xml:ns:neulevel-1.0"
xmlns:neulevel="urn:ietf:params:xml:ns:neulevel-1.0"
xsi:schemaLocation="urn:ietf:params:xml:ns:neulevel-1.0 neulevel-1.0.xsd">
        <neulevel:unspec>UIN=1234567890123456</neulevel:unspec>
      </neulevel:extension>
    </extension>
    <clTRID>ABC-12345</clTRID>
  </command>
</epp>
```

### 4. EPP response if UIN data is missing

```
<?xml version="1.0" encoding="UTF-8"?>
<epp xmlns="urn:ietf:params:xml:ns:epp-1.0"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:schemaLocation="urn:ietf:params:xml:ns:epp-1.0 epp-1.0.xsd">
  <response>
    <result code="2003">
      <msg lang="en-US">Required parameter missing</msg>
      <value>
        <text>UIN data is missing</text>
      </value>
    </result>
    <trID>
      <clTRID>ABC-12345</clTRID>
      <svTRID>12345-XYZ</svTRID>
    </trID>
  </response>
</epp>
```

### 5. EPP response if UIN validation failed

```
<?xml version="1.0" encoding="UTF-8"?>
<epp xmlns="urn:ietf:params:xml:ns:epp-1.0"
xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:schemaLocation="urn:ietf:params:xml:ns:epp-1.0 epp-1.0.xsd">
  <response>
    <result code="2202">
      <msg lang="en-US">Invalid authorization information</msg>
      <value>
        <text>UIN validation failed</text>
      </value>
      <value>
        <text>1234567890123456</text>
      </value>
    </result>
```

```
<trID>
  <clTRID>ABC-12345</clTRID>
  <svTRID>12345-XYZ</svTRID>
</trID>
</response>
</epp>
```

---

## **Part V**

### **Selection of Registrars**

This Part V to Appendix S specifies the criteria for Registry's selection of ICANN-Accredited Registrars (“Registrars”) wishing to enter into a Registry-Registrar Agreement to register domain names in the .travel Sponsored TLD.

The Registry has not established a minimum or maximum number of Registrars that will be selected for the .travel TLD. The Registry will accept applications from any Registrar and will enter into agreements with Registrars only after review of applications in the form it specifies and makes public from time to time.

The Registry will select from among Registrars in a manner that is based on and promotes the following characteristics in the group of authorized Registrars:

1. Recognition of the industry-specific nature of the .travel TLD and demonstrated willingness to participate in providing registrar services to registrants in full support of the policy requirements established for eligibility and name selection;
2. Thorough and demonstrated understanding of the principles and intentions underlying .travel TLD policies and procedures;
3. Demonstrated familiarity with the needs of the .travel community;
4. Demonstrated familiarity with the particular requirements of .travel registrants in the language(s) and region(s) served by the Registrar;
5. Established business relationships with one or more (proportionate to the size of the Registrar) members of the travel industry or with organizations representing the .travel community in the region(s) served by the Registrar;
6. Demonstrated willingness and ability to publicize and market the .travel TLD, and to follow all .travel TLD marketing guidelines and to use its materials as appropriate;
7. Demonstration that sufficient staff resources are available and that the Registrar has the technical ability to interface with automated and manual elements of the .travel TLD registry process as specified by the Registry from time to time;

8. Demonstrated systems designed to avoid submission of unqualified applications that will burden the ENS system;
10. Demonstrated systems designed to avoid any disputes regarding transfers among Registrars and acceptance of any .travel policies and procedures established in that regard;
11. Acceptance of Registry policies and designated procedures for grace periods for registrants;
12. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn, in the form of cash or a letter of credit.

Registry will evaluate and, in its reasonable discretion, render a decision with respect to the selection of each applicant to serve as a Registrar based on, all of the above criteria and will periodically review and, as appropriate, revise its selection of Registrars based on such criteria.

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## **Part VI**

### **WHOIS Specification—Public WHOIS**

The WHOIS service is compliant with RFC 3912 (formerly 954). The primary WHOIS services substantially consist of:

- Port 43 WHOIS services (thick registry)
- Web-based WHOIS services

The primary WHOIS services are described in more detail below.

Registry's WHOIS service is the authoritative WHOIS service for all second-level Internet domain names registered in the .travel gTLD and for all hosts registered using these names. This service is available to anyone. It is available via port 43 and through the Registry website.

The WHOIS system has been designed for durability, availability, and performance. Provisions for detection of abusive usage, i.e. excessive numbers of queries from one source, have been taken into account, and other countermeasures against abuse will be activated if necessary.

This Part VI of Appendix S is subject to change by agreement of Registry and ICANN during the design process as well as during the IETF standards process.

The WHOIS service is described in more detail below.

#### **1. PORT 43 WHOIS SERVICE (THICK REGISTRY)**

- The format of responses will follow a semi-free text format outlined below, preceded by a mandatory disclaimer specifying the rights of the Registry, and of the user querying the database.
- Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by the colon as a delimiter, followed by the value.
- All WHOIS data will be in the ASCII character set, which has encoding compatible with UTF-8 for easy transition to including internationalized data, and as per the IETF's recommendations on i18n in Internet protocols. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (e.g. to list multiple nameservers). The first key/value pair after a blank line should be considered the start of a new record. It should be considered as identifying that record and is used to group data together, such as hostnames and IP addresses, or a domain name and registrant information.
- All record and key types shall be specified in a publicly available description on the Registry's website. The record types and key names should change as infrequently as possible.

### **3. WEB-BASED WHOIS SERVICE (THICK REGISTRY)**

Registry will make available a WHOIS interface on its website which can also be accessed by each ICANN-Accredited Registrar that is a party to a Registry-Registrar Agreement with Registry. The information available in the WHOIS database will be returned as a results page on the website. An example of the fields contained in the returned data, which are identical to the Port 43 thick registry WHOIS, can be found in the WHOIS output fields section below.

### **4. MINIMUM DATA UPDATE FREQUENCY**

The committed Performance Specification with regard to Update Frequency for WHOIS is 15 minutes for 95% of the transactions; 100% within 24 hours. That is, 95% of the updates to the WHOIS will be effectuated within 15 minutes; the remainder no later than 24 hours. This is measured from the time that the registry confirms the update to the Registrar to the time the update appears in the WHOIS.

### **5. PROTOCOLS THROUGH WHICH ACCESS IS PROVIDED**

Access to the WHOIS data is provided through the WHOIS protocol, supporting exact queries for domain names, contact IDs, registrar name, nameserver hostname and nameserver ip-address.

## **6. QUERY AND OUTPUT FOR REPORTS DELIVERED BY WEB PAGE AND PORT 43**

### **6.1 WHOIS Queries**

For all WHOIS queries, the client provides a character string for which information is desired and optionally, the object type and interpretation control parameters to limit the search. If the object type and interpretation control parameters are not specified, WHOIS searches for the character string in the Name fields of the Domain object. Object type controls are available to limit the search to just data in the specified object. Interpretation controls are available to limit the search to just the ID field of an object, or to specify partial keyword matching or to provide full or summary output.

Queries can be made as either an "exact search" or a "partial search", both of which are insensitive to the input string case. An exact search specifies the full string to search for in the database field. An exact match between the input string and the field value is required. For example: "Registry.travel" will only match with "Registry.travel". A partial search specifies the start of the string to search for in the database field. Every record with a search field that starts with the input string will be considered a match. For example: "Registry.travel" will match with "Registry.travel" as well as "Registry.Travel, Inc."

By default, if multiple matches are found for a query, then a summary of matching results is presented. A second query is required to retrieve the specific details of one of the matching records. If only a single match is found, then full details will be provided. Full detail consists of the data in the matching object as well as the data in any associated objects. For example, a query that results in a domain object will include the data from the associated nameserver and contact objects. Additional information and samples of the various types of WHOIS result records are available in the WHOIS Output Fields and Sample WHOIS Output sections below.

## **6.2 Query Controls**

WHOIS query controls fall into two categories: those that specify the type of field and those that modify the interpretation of the input or determine the type of output to provide.

### **Object Type Control**

The following keywords restrict a search to a specific object type:

Domain:	Search only domain objects. The input string is searched in the Name field.
Host:	Search only nameserver objects. The input string is searched in the Name field and the IP Address field.
Contact:	Search only contact objects. The input string is searched in the ID field.
Registrar:	Search only registrar objects. The input string is searched in the Name field.

By default, if no object type control is specified, then the Name field of the Domain object is searched.

## Interpretation Control

The following keywords modify the interpretation of the input or determine the level of output to provide:

partial	All records matching string are returned
.	Same as partial keyword
full	Displays entire detail associated with each returned record
=	Same as full keyword
summary	Displays summary
\$	Same as summary keyword
help	Displays help text
?	Same as help keyword

By default, if no interpretation control keywords are used, the output will include full details if a single record is found and a summary if multiple matches are found.

## 6.3 WHOIS Output Fields

This section describes the output fields provided for each type of object. Registry will not be required to post WHOIS Output Fields that are not required for posting in the Registrar Accreditation Agreement.

### Domain Record

A WHOIS query that results in domain information will return the following fields from the Domain object and the associated data from Host and Contact objects. This set of data is also referred to as the Domain Record.

Domain Name

Domain ID

Sponsoring Registrar

Registrar IANA ID

Domain Status

Registrant, Administrative, Technical and Billing Contact Information including:

Contact ID

Contact Name

Contact Organization

Contact Address, City, State/Province, Country

Contact Postal Code

Contact Phone, Facsimile (optional).

Nameservers associated with this domain

Domain Registration Date

Domain Expiration Date

Domain Last Updated Date

Created by Registrar

Last Updated by Registrar

Note: For domains on PendingDelete Status, the registry's front-end web interface will provide an additional explanation of the status as follows:

Up to 30 days after deletion: PendingDelete (Restorable)  
More than 30 days after deletion: PendingDelete (Scheduled for release)

### **Nameserver Record**

A WHOIS query that results in nameserver information will return the following set of information referred to as the Nameserver Record or Host Record.

Nameserver Host Name  
Nameserver ID  
Nameserver IP Addresses if applicable Sponsoring Registrar  
Nameserver Creation Date  
Nameserver Last Updated Date  
Nameserver Status  
Created by Registrar  
Sponsoring Registrar

### **Contact Record**

A WHOIS query that results in contact information will return the following set of information referred to as the Contact Record.

Contact ID  
Sponsoring registrar  
Contact Name  
Contact Organization  
Contact Address, City, State/Province, Country  
Contact Postal Code  
Contact Phone, Facsimile, Email  
Contact Registration Date  
Contact Last Updated Date  
Last Updated by Registrar  
Created by Registrar  
Contact Status

### **Registrar Record**

A WHOIS query that results in registrar information will return the following set of information referred to as the Registrar Record.

Registrar ID (conforms to IANA registrar-ids registry)  
Registrar Name  
Registrar Address, City, State/Province, Country  
Registrar Postal Code  
Registrar Phone, Facsimile, Email



Registrar Administrative Contacts  
Registrar Technical Contacts  
Registrar Billing Contacts  
Registrar URL (registration services)  
Registrar Creation Date  
Registrar Last Updated Date

### **8. Extensible-Field Capability**

Registry reserves the right to introduce the ability for registrars to use EPP, to add customized fields to a record in the registry database. These fields will appear in an "additional information" section of the WHOIS data. The maximum number of custom fields allowed per record is yet to be determined.