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# *New gTLD Agreement*

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*Proposed Draft (v.34)*

This document contains the draft registry agreement associated with the Draft Applicant Guidebook (Draft RFP) for New gTLDs.

Successful gTLD applicants would enter into this form of registry agreement with ICANN prior to delegation of the new gTLD. Background information on how this version of the draft agreement differs from the previous draft (~~see <http://www.icann.org/en/topics/new-gtlds/draft-rfp-clean-18feb09-en.pdf>~~) is available in the explanatory memorandum *Summary of Changes to Base Agreement*.

It is important to note that this draft agreement does not constitute a formal position by ICANN, and has not been approved by ICANN's Board of Directors. The agreement is being set out for review and community discussion purposes, and ICANN encourages comments and suggestions for improvement. This is a discussion draft only. Potential applicants should not rely on any of the proposed details of the new gTLD program as the program remains subject to further consultation and revision.

## REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_ (the “Effective Date”) between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“ICANN”), and \_\_\_\_\_ a \_\_\_\_\_ (“Registry Operator”).

### ARTICLE 1.

#### DELEGATION AND OPERATION OF TOP-LEVEL DOMAIN; REPRESENTATIONS AND WARRANTIES

**1.1 Domain and Designation.** The Top-Level Domain to which this Agreement applies is \_\_\_\_\_ (the “TLD”). Upon the Effective Date and until the end of the Term (as defined in Section 4.1), ICANN designates \_\_\_\_\_ **Registry Operator** as the registry operator for the TLD, subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone.

**1.2 Technical Feasibility of String.** While ICANN has encouraged and will continue to encourage universal acceptance of all top-level domain strings across the Internet, certain top-level domain strings may encounter difficulty in acceptance by ISPs and webhosters and/or validation by web applications. Registry Operator shall be responsible for ensuring to its satisfaction the technical feasibility of the TLD string prior to entering into this Agreement.

#### **1.3 Representations and Warranties.**

(a) Registry Operator represents and warrants to ICANN as follows:

(i) all material information provided and statements made in the registry TLD application, and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN;

(ii) Registry Operator is a \_\_\_\_\_, duly organized, validly existing and in good standing under the laws of \_\_\_\_\_ **the jurisdiction set forth in the preamble hereto**, and Registry Operator has all requisite power and authority and obtained all necessary \_\_\_\_\_ approvals to enter into and duly execute and deliver this Agreement; and

(iii) Each of Registry Operator and the other parties thereto has duly executed and delivered to ICANN an instrument that secures the funds required to perform registry functions for the TLD in the event of the termination or expiration of this Agreement (the “Continued Operations Instrument”), and such instrument is a binding obligation of the parties thereto, enforceable against the parties in accordance with its terms.

(b) ICANN represents and warrants to Registry Operator that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

## ARTICLE 2.

### COVENANTS OF REGISTRY OPERATOR

Registry Operator covenants and agrees with ICANN as follows:

**2.1 Approved Services; Additional Services.** Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2 in ~~Specification 6~~the specification at [see specification 6]) and such other Registry Services set forth on Exhibit A (collectively, the “Approved Services”). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a modification to an Approved Service (each, an “Additional Service”), Registry Operator shall submit requests for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at <http://www.icann.org/en/registries/rsep/rsep.html>, as such policy may be amended from time to time in accordance with the procedures set forth in Specification 1 (the “RSEP”). Registry Operator may offer Additional Services only with the written approval of ICANN. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

**2.2 Compliance with Consensus Policies and Temporary Policies.** Registry Operator shall comply with and implement all Consensus Policies and Temporary Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN’s Bylaws, provided such future Consensus Policies and Temporary Policies are adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth at [see specification 1]\* (“Specification 1”).

**2.3 Data Escrow.** Registry Operator shall comply with the registry data escrow procedures posted at [see specification 2]\*.

**2.4 Monthly Reporting.** Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format posted in the specification at [see specification 3]\*.

**2.5 Publication of Registration Data.** Registry Operator shall provide public access to registration data in accordance with the specification posted at [see specification 4]\* (“Specification 4”).

**2.6 Reserved Names.** Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall reserve from initial (i.e. other than renewal) registration all character strings that appear on the Schedule of Reserved Names in the specification posted at [see specification 5]\* (“Specification 5”). Registry Operator may establish policies concerning the reservation or blocking of additional character strings within the TLD at its discretion. If Registry Operator is the registrant for any domain names in the Registry TLD (other than the Second-Level Reservations for Registry Operations from Specification 5), such registrations must be through an ICANN accredited registrar. Any such registrations will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-Level Transaction Fee to be paid to ICANN by Registry Operator pursuant to Section 6.1.

**2.7 Functional and Performance Specifications.** Functional and Performance Specifications for operation of the TLD will be as set forth in the specification at [see specification 6]\*. Registry Operator shall comply with such Functional and Performance Specifications and, for a period of

\* Final text will be posted on ICANN website; agreement reference to be replaced by hyperlink.

at least one year, shall keep technical and operational records sufficient to evidence compliance with such specifications.

**2.8 Protection of Legal Rights of Third Parties.** Registry Operator must specify, and comply with, a process and procedures for launch of the TLD and initial registration-related and ongoing protection of the legal rights of third parties, ~~which shall at a minimum include those provisions as set forth in the specification~~ at [see specification 7]\* (**“Specification 7”**). **Registry Operator may, at its election, implement additional protections of the legal rights of third parties.** Any changes or modifications to such ~~the~~ process and procedures **required by Specification 7** following the Effective Date must be approved in advance by ICANN in writing. **Registry Operator must comply with all determinations and decisions made by ICANN pursuant to Section 2 of Specification 7.**

**2.9 [Use of Registrars\* (see note below).**

**(a) 2.9 Use of Registrars.** Registry Operator must use only ICANN accredited registrars in registering domain names. Registry Operator **and its Affiliates (or any person or entity acting on their behalf) shall not act as a registrar, reseller or any other form of distributor with respect to the TLD or any other top-level domain.** Registry Operator must provide non-discriminatory access to registry services to all ICANN accredited registrars that enter into and are in compliance with Registry Operator’s registry-registrar agreement for the TLD. Registry Operator must use a uniform **non-discriminatory** agreement with all registrars authorized to register names in the TLD, ~~which provided that such agreement may set forth non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD.~~ **Such agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN. This Section 2.9 shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar. [Registry Operator shall not engage or otherwise permit any registrar, reseller or any other form of distributor, or any of their Affiliates (or any person or entity acting on their behalf) to provide Registry Services for the TLD.]**

**(b) Registry Operator and its Affiliates shall not, directly or indirectly: (i) control any ICANN-accredited registrar or its Affiliates, (ii) control or acquire greater than 2% Beneficial Ownership of any class of securities of any ICANN-accredited registrar or its Affiliates, (iii) be controlled by, or be under common control with, any ICANN-accredited registrar or its Affiliates, or (iv) except as set forth below in this sub-clause (b), sell or otherwise transfer any interest in any security of Registry Operator or its Affiliates to any ICANN-accredited registrar or its Affiliates. Nothing withstanding sub-clause (b)(iv) above, Registry Operator may sell voting securities to any ICANN-accredited registrar or its Affiliates, provided that any such sale will not result in such registrar or its Affiliates owning greater than 2% of Registry Operator’s outstanding voting securities.**

**(c) For the purposes of this Section 2.9: (i) “Affiliate” means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise, and (iii) a person or entity that possesses “Beneficial Ownership” of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares (A) voting**

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power which includes the power to vote, or to direct the voting of, such security; and/or (B) investment power which includes the power to dispose, or to direct the disposition of, such security.]

\* Note: The text in this section is possible implementation language resulting from the resolutions of the ICANN Board (adopted at the ICANN Meeting in Nairobi) with respect to the separation of registry and registrar functions and ownership <<http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#5>>. During the recent Board Retreat in Dublin during May 2010, the board reviewed possible issues that might result from a strict interpretation of the Board's resolutions. It was the sense of the Board that: 1) the draft proposed stricter limitations on cross ownership represents a "default position" and they continue to encourage the GNSO to develop a stakeholder based policy on these issues; 2) a very strict interpretation of the resolutions might create unintended consequences; 3) staff should produce language in the agreement matching a "de minimus" acceptable approach (2% language) while remaining generally consistent with the resolutions; 4) the Board encourages community input and comment on the correct approach to these issues in the absence of GNSO policy; and 5) the Board will review this issue again if no GNSO policy results on these topics.

[There are four options for community discussion and consideration with respect to registry/registrar separation:

(a) No cross-ownership restrictions except where there is market power and/or registry price caps (regulation needs, if any, left to regulating authorities)

(b) No cross-ownership restrictions for new registries, existing restrictions for existing registries.

(c) Limited lifting with enhanced structural separation:

(i) The registrar cannot sell names in the co-owned registry, or

(ii) The registrar can sell a very limited number of names in the co-owned registry.

(d) Complete restrictions:

(i) Registries cannot have ownership percentages in registrars, and vice versa.

(ii) Registrars prohibited from providing back-end services (this might be accompanied by reciprocal restrictions, i.e., that registries cannot provide back-end services for other registries and registries cannot own resellers).]

**2.10 Pricing for Registry Services.** Except as set forth in this Section 2.10, Registry Operator shall provide each ICANN accredited registrar that has executed Registry Operator's registry-registrar agreement advance notice of any price increase ~~{not including the elimination of any~~ **which had the effect of reducing the price charged to registrars}** refunds, rebates, discounts, product tying or other programs **of no less than thirty (30) calendar days with respect to initial domain name registrations and one hundred eighty (180) calendar days with respect to renewal of domain name registrations, and shall offer registrars the option to obtain domain name registration renewals at the current price (i.e. the price in place prior to any noticed increase) for periods of one to ten years at the discretion of the registrar, but no greater than ten years. Notwithstanding the foregoing, with respect to renewal of domain**

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name registrations, Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to a price for which Registry Operator provided notice within that past twelve (12) months, and need not provide any notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. {Registry Operator shall offer all domain registration renewals at the same price, unless the registrant agrees **in its registration agreement with a registrar** to a higher price at the time of the initial registration of the domain name following clear and conspicuous disclosure of such renewal price ~~by~~**to such registrant.** Registry Operator.} Registry Operator shall provide public query-based DNS lookup service for the TLD at its sole expense.

**2.11 Contractual and Operational Compliance Audits.** ICANN may from time to time (not to exceed ~~one~~**two** per calendar ~~quarter~~**year**) conduct contractual compliance audits to assess compliance by Registry Operator with its covenants contained in Section 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN shall give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ~~five~~**three (53)** calendar**business** days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its covenants contained in Section 2 of this Agreement. Any such audit will be at ICANN's expense, unless such audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN's detriment. In the latter event, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit, which reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit. **Notwithstanding the foregoing, if Registry Operator is found not to be in compliance with its covenants contained in Section 2 of this Agreement in two consecutive audits conducted pursuant to this Section 2.11, ICANN may increase the number of such audits to one per calendar quarter.**

**2.12 Continued Operations Instrument.** Registry ~~operator~~**Operator** shall comply with the terms and conditions relating to the Continued Operations Instrument set forth **in the specification** at [*see specification 8*].

**2.13 Emergency Transition. Registry Operator agrees that in the event that any of the registry functions set forth in Section 5 of Specification 6 fails for a period longer than the emergency threshold for such function set forth in Section 5 of Specification 6, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at \_\_\_\_\_) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that**

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**may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13. In addition, in the event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument and Alternative Instrument, as applicable.**

**2.14** ~~2.13~~ *[Note: For Community-Based TLDs Only]* **Obligations of Registry Operator to TLD Community.** Registry Operator shall establish registration policies in conformity with the application submitted with respect to the TLD for: (i) naming conventions within the TLD, (ii) requirements for registration by members of the TLD community, and (iii) use of registered domain names in conformity with the stated purpose of the community-based TLD. Registry Operator shall operate the TLD in a manner that allows the TLD community to discuss and participate in the development and modification of policies and practices for the TLD. Registry Operator shall establish procedures for the enforcement of registration policies for the TLD, and resolution of disputes concerning compliance with TLD registration policies, and shall enforce such registration policies. Registry Operator agrees to be bound by the Registry Restrictions Dispute Resolution Procedure as set forth at [*insert applicable URL*] with respect to disputes arising pursuant to this Section ~~2.13~~**2.14**.]

### ARTICLE 3.

#### COVENANTS OF ICANN

ICANN covenants and agrees with Registry Operator as follows:

**3.1 Open and Transparent.** Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

**3.2 Equitable Treatment.** ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

**3.3 TLD Nameservers.** ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at <http://www.iana.org/domains/root/> will be implemented by ICANN within seven (7) calendar days or as promptly as feasible following technical verifications. ~~To the extent that ICANN is authorized to set policy with regard to an authoritative root server system, ICANN will ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD throughout the Term of this Agreement, unless earlier terminated pursuant to Section 4.3 or 4.4.~~

**3.4 Root-zone Information Publication.** ICANN's publication of root-zone contact information for the ~~Registry~~-TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN at <http://www.iana.org/domains/root/>.

**3.5 Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system, ICANN shall use commercially reasonable efforts to (a) ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (b) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN**

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**publicly available policies and procedures, and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner.**

## ARTICLE 4.

### TERM AND TERMINATION

**4.1 Term.** The term of this Agreement will be ten years from the Effective Date (as such term may be extended pursuant to Section 4.2, the “Term”).

**4.2 Renewal.**

**(a)** This Agreement will be renewed for successive periods of ten years upon the expiration of the initial Term set forth in Section 4.1 and each successive Term, unless:

**(i)** ~~(a)~~ Following notice by ICANN to Registry Operator of a fundamental and material breach of Registry Operator’s covenants set forth in Article 2 or ~~default~~**breach** of its payment obligations under Article 6 of this Agreement, which notice shall include with specificity the details of the alleged breach ~~or default~~, and such breach ~~or default~~ has not been cured within thirty (30) calendar days of such notice, ~~(iA)~~ an arbitrator or court has finally determined that Registry Operator has been in fundamental and material breach of such covenant(s) or in ~~default~~**breach** of its payment obligations, and ~~(iiB)~~ Registry Operator has failed to comply with such determination and cure such breach ~~or default~~ within ten (10) calendar days or such other time period as may be determined by the arbitrator or court; or

**(ii)** ~~(b)~~ During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) on at least three (3) separate occasions to have been in fundamental and material breach (whether or not cured) of Registry Operator’s covenants set forth in Article 2 or ~~default~~**breach** of its payment obligations under Article 6 of this Agreement.

**(b)** ~~(c)~~ Upon the occurrence of the events set forth in Section 4.2(a)**(i)** or **(bii)**, the Agreement shall terminate at the expiration of the then current Term.

**4.3 Termination by ICANN.**

(a) ICANN may, **upon notice to Registry Operator**, terminate this Agreement if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator’s covenants set forth in Article 2 or ~~default~~**any breach** of its payment obligations set forth in Article 6 of this Agreement, each within thirty (30) calendar days after ICANN gives Registry Operator notice of such breach ~~or default~~, which notice will include with specificity the details of the alleged breach ~~or default~~, (ii) an arbitrator or court has finally determined that Registry Operator is in fundamental and material breach of such covenant(s) or in ~~default~~**breach** of its payment obligations, and (iii) Registry Operator fails to comply with such determination and cure such breach ~~or default~~ within ten (10) calendar days or such other time period as may be determined by the arbitrator or court.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement, if Registry Operator fails to complete all testing and procedures ~~necessary~~**(identified by ICANN in writing to Registry Operator prior to the date hereof)** for delegation of the TLD into the root zone within 12

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months of the Effective Date. Registry Operator may request an extension for up to additional 12 months for delegation if it can demonstrate, to ICANN's reasonable satisfaction, that Registry Operator is working diligently and in good faith toward successfully completing the steps necessary for delegation of the TLD. Any fees paid by Registry Operator to ICANN prior to such termination date shall be retained by ICANN in full.

(c) ICANN may, upon notice to Registry Operator, terminate this agreement ~~Agreement~~ if (i) Registry Operator fails to cure a **material** breach of Registry Operator's obligations set forth in Section 2.12 of this Agreement within thirty (30) calendar days of delivery of notice of such breach by ICANN, or if the Continued Operations Instrument is not in effect for greater than sixty (60) consecutive calendar days at any time following the Effective Date, **(ii) an arbitrator or court has finally determined that Registry Operator is in material breach of such covenant, and (iii) Registry Operator fails cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court.**

**(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, (iii) a trustee, receiver, liquidator or equivalent is appointed over Registry Operator or over any of its property, (iv) execution is levied upon any property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors, or (vi) Registry Operator liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.**

**(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7.**

**(f) [Applicable to intergovernmental organizations or governmental entities only.] ICANN may terminate this Agreement pursuant to Section 7.12.**

#### 4.4 Termination by Registry Operator.

(a) Registry Operator may terminate this Agreement upon notice to ICANN if, (i) ICANN fails to cure any fundamental and material breach of ICANN's covenants set forth in Article 3, within thirty (30) calendar days after Registry Operator gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court has finally determined that ICANN is in fundamental and material breach **of such covenants**, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court.

(b) Registry Operator may terminate this Agreement upon notice to ICANN if, (i) within the notice period provided for in Section 7.2(d), Registry Operator provides ICANN notice of its objection to a proposed material amendment of this Agreement pursuant to Article 7, which notice will include with specificity the details of such objection, and (ii) such amendment thereafter becomes effective in the form objected to by Registry Operator; provided, however, that Registry Operator may only terminate this Agreement pursuant to this Section 4.4(b) if the required notice of termination has been provided to ICANN within thirty (30) calendar days following the effective date of such amendment; provided, further, that the termination of this Agreement pursuant to this Section 4.4(b) shall be effective on the date that is the one hundred twenty (120) calendar day following the date upon which Registry Operator delivered the notice of termination to ICANN.

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(b) ~~(e)~~ Registry Operator may terminate this Agreement for any reason upon one hundred eighty (180) calendar day advance notice to ICANN.

**4.5 Transition of Registry upon Termination of Agreement.** Upon expiration of the Term ~~and pursuant to Section 4.1 or Section 4.2 or~~ any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall ~~agree to provide ICANN or any successor registry authority operator~~ that may be designated by ICANN for the TLD with all data (including ~~that the~~ data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry ~~authority operator~~. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry ~~authority operator~~ in its sole discretion and in conformance with the ~~ICANN-gTLD-Registry Continuity Plan, dated April 25, 2009, as the same may be amended from time to time~~ Transition Process. Registry Operator agrees that ICANN may make any changes in deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument and Alternative Instrument, as applicable, regardless of the reason for termination or expiration of this Agreement.

*[Alternative Section 4.5 Transition of Registry upon Termination of Agreement text for intergovernmental organizations or governmental entities or other special circumstances:*

“Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, in connection with ICANN’s designation of a successor registry operator for the TLD, Registry Operator and ICANN agree to consult each other and work cooperatively to facilitate and implement the transition of the TLD in accordance with this Section 4.5. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process. In the event ICANN determines to transition operation of the TLD to a successor registry operator, upon Registry Operator’s consent (which shall not be unreasonably withheld, conditioned or delayed), Registry Operator shall provide ICANN or such successor registry operator for the TLD with any data regarding operations of the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator in addition to data escrowed in accordance with Section 2.3 hereof. In the event that Registry Operator does not consent to provide such data, any registry data related to the TLD shall be returned to Registry Operator, unless otherwise agreed upon by the parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5.”]

**4.6 Survival.** Expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition Article 5 and Article ~~8~~7, Section 2.12, Section 4.5, and this Section 4.6 shall survive the expiration or termination of this Agreement.

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## ARTICLE 5.

### DISPUTE RESOLUTION

**5.1 Cooperative Engagement.** Before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator, following initiation of communications by either party, must attempt to resolve the dispute by engaging in good faith discussion over a period of at least fifteen (15) calendar days.

**5.2 Arbitration.** Disputes arising under or in connection with this Agreement, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce (“ICC”). The arbitration will be conducted in the English language in front of a single arbitrator (unless the parties agree in writing to a greater number of arbitrators) and will occur in Los Angeles County, California, USA. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties’ filings in conjunction with the arbitration, and should the arbitrator determine that a hearing is necessary, the hearing shall be limited to one day. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys’ fees, which the arbitrator(s) shall include in its awards. In any proceeding, ICANN may request the appointed arbitrator(s) award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator’s right to sell new registrations) in the event the arbitrator(s) determines that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 and Section 5.4 of this Agreement. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California, USA; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

[Alternative Section 5.2 Arbitration text for intergovernmental organizations or governmental entities or other special circumstances:

“Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce (“ICC”). The arbitration will be conducted in the English language in front of a single arbitrator (unless the parties shall agree in writing to a greater number of arbitrators) and will occur in Geneva, Switzerland, unless another location is mutually agreed upon by Registry Operator and ICANN. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties’ filings in conjunction with the arbitration, and should the arbitrator determine that a hearing is necessary, the hearing shall be limited to one day. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys’ fees, which the arbitrator(s) shall include in its awards. In any proceeding, ICANN may request the appointed arbitrator(s) award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator’s right to sell new registrations) in the event the arbitrator(s) determines that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 and Section 5.4 of this Agreement. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Geneva, Switzerland, unless another location is mutually agreed upon by Registry Operator and ICANN; however, the parties

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**will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.”]**

**5.3 Limitation of Liability.** ICANN’s aggregate monetary liability for violations of this Agreement will not exceed the amount of Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any). Registry Operator’s aggregate monetary liability to ICANN for ~~violations~~**breaches** of this Agreement will be limited to the amount of fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any), and punitive and exemplary damages, if any, awarded in accordance with Section 5.2. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided in Section 5.2. **Except as otherwise provided in this Agreement, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.**

**5.4 Specific Performance.** Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrator specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

## ARTICLE 6.

### FEES

**6.1 Registry-Level Fees.** Registry Operator shall pay ICANN a Registry-Level Fee equal to (i) the Registry Fixed Fee of US\$6,250 per calendar quarter and (ii) the Registry-Level Transaction Fee. The Registry-Level Transaction Fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a “Transaction”), during the applicable calendar quarter multiplied by US\$0.25, provided, however that the Registry-Level Transaction Fee shall not apply until and unless more than 50,000 domain names are registered in the TLD and shall apply thereafter to each Transaction. Registry Operator shall pay the Registry-Level Fees on a quarterly basis comprised of four equal payments by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN.

**6.2 Cost Recovery for RSTEP.** Requests by Registry Operator for the approval of Additional Services pursuant to Section 2.1 may be referred by ICANN to the Registry Services Technical Evaluation Panel (“RSTEP”) pursuant to that process at <http://www.icann.org/en/registries/rsep/>. In the event that such requests are referred to RSTEP, Registry Operator shall remit to ICANN the invoiced cost of the RSTEP review within ten (10) business days of receipt of a copy of the RSTEP invoice from ICANN, unless ICANN determines, in its sole and absolute discretion, to pay all or any portion of the invoiced cost of such RSTEP review.

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### **6.3 Variable Registry-Level Fee.**

(a) If the ICANN accredited registrars (as a group) do not approve pursuant to the terms of their registrar accreditation agreements with ICANN the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a Variable Registry-Level Fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year. The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator, provided that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve pursuant to the terms of their registrar accreditation agreements with ICANN the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(b) The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US\$0.25 per domain name registration (including renewals associated with transfers from one ICANN-accredited registrar to another) per year.

**6.4 Adjustments to Fees.** Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then current fees set forth in Section 6.1 and Section 6.3 may be ~~increased~~adjusted, at ICANN's discretion, by a percentage equal to the percentage ~~increase~~change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such ~~increase~~adjustment. Any fee ~~increase~~adjustment under this Section 6.4 shall be effective as of the first day of the year in which the above calculation is made.

**6.5 Additional Fee on Late Payments.** For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

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## ARTICLE 7.

### ARTICLE 7. AMENDMENTS

**7.1 Amendment of Terms and Specifications.** ~~During the term of this Agreement, Article 2 (including the specifications incorporated into this Agreement pursuant to Article 2), Article 6 and Article 8 may be amended by ICANN in accordance with changing standards, policies and requirements pursuant to the process set forth in this Article 7; provided, however, that (i) ICANN may not utilize this Article 7 to increase the amount of fees payable hereunder unless ICANN demonstrates a financial need for any such increase, (ii) no amendment shall be applied retrospectively, and (iii) ICANN may not utilize this Article 7 to amend Section 2.1, Section 2.2 or the process set forth at [see specification 1] for adoption and implementation of new or modified Consensus Policies or Temporary Policies.~~

**7.2 Process for Changes.** ~~The process for any amendment to this Agreement pursuant to Section 7.1 shall be as follows:~~

~~(a) Prior to formally proposing any amendment, ICANN will provide an opportunity of no less than thirty (30) calendar days for consultation with and consideration of input from all registry operators that would be subject to such amendment;~~

~~(b) Following such consultation and consideration, ICANN will publicly post on its website for no less than thirty (30) calendar days formal notice of any proposed amendment to this Agreement, including the text of the amendment (including any amendment to the specifications incorporated into this Agreement), during which Registry Operator may submit comments to the amendment;~~

~~(c) Following such public notice period and approval of the amendment by the ICANN Board of Directors, ICANN shall provide Registry Operator notice of the final terms of the amendment (including any amendment to the specifications incorporated into this Agreement) at least ninety (90) calendar days prior to the effectiveness thereof by the posting of a notice of effectiveness on ICANN's web site;~~

~~(d) From the date of such public notice of the approved amendment, Registry Operator shall have sixty (60) calendar days to provide notice to ICANN of its disapproval of such amendment;~~

~~(e) If, within such sixty (60) calendar day period, the registry operators of a majority of the top level domains subject to the amendment (i.e. Registry Operator and any other registry operator party to a registry agreement with ICANN containing a provision similar to this Article 7) provide notice to ICANN of their disapproval of the amendment, it shall be deemed disapproved by the affected registry operators; and~~

~~(f) In the event that the amendment is disapproved by the affected registry operators pursuant to the process set forth in clause (e) above, the ICANN Board of Directors by a two-thirds vote shall have thirty (30) calendar days to override such disapproval if: (i) in the case of any amendment relating to the fees payable to ICANN hereunder, the amendment is justified by a financial need of ICANN and (ii) in the case of any other amendment, the amendment is justified by a substantial and compelling need related to the Security or Stability (as such terms are defined in Section 8.3) of the Internet or the Domain Name System, in which case, the proposed amendment shall be effective immediately upon expiration of such thirty (30) calendar day period. If the ICANN Board of Directors does not override such disapproval, the proposed amendment shall have no force or effect.~~

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~~ARTICLE 8.~~  
~~ARTICLE 8.~~  
MISCELLANEOUS

7.1 ~~8.1~~ Indemnification of ICANN.

(a) Registry Operator shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator’s operation of the registry for the TLD or Registry Operator’s provision of Registry Services; provided that Registry Operator shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This section will not apply to any request for attorneys’ fees in connection with any litigation or arbitration between or among the parties. This section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties’ respective obligations hereunder. Further, this Section shall not apply to any request for attorney’s fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court or arbitrator.

[Alternative Section 7.1(a) text for intergovernmental organizations or governmental entities:

“Registry Operator shall use its best efforts to cooperate with ICANN in order to ensure that ICANN does not incur any costs associated with claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator’s operation of the registry for the TLD or Registry Operator’s provision of Registry Services; provided that Registry Operator shall not be obligated to provide such cooperation to the extent the claim, damage, liability, cost or expense arose due to a breach by ICANN of any of its obligations contained in this Agreement or any willful misconduct by ICANN. This section will not apply to any request for attorneys’ fees in connection with any litigation or arbitration between or among the parties. This Section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties’ respective obligations hereunder. Further, this Section shall not apply to any request for attorney’s fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court or arbitrator.”]

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator’s aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN’s total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Article 6 hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof that are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator’s liability under Section ~~8.1~~7.1(a) pursuant to this Section ~~8.1~~7.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or

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omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in Section ~~8.17.1~~7.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence. [Note: This Section 7.1(b) is inapplicable to intergovernmental organizations or governmental entities.]

**7.2 8.2-Indemnification Procedures.** If any third-party claim is commenced that is indemnified under Section ~~8.17.1~~7.1 above, ICANN shall provide notice thereof to Registry Operator as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at Registry Operator's cost and expense, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is fully indemnified by Registry Operator will be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section ~~8.27.2~~7.2, ICANN will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator. [Note: This Section 7.2 is inapplicable to intergovernmental organizations or governmental entities.]

**7.3 8.3-Defined Terms.** For purposes of this Agreement, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

**7.4 8.4-No Offset.** All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

**7.5 8.5-Change in Control; Assignment and Subcontracting.** Neither party may assign this Agreement without the prior written approval of the other party, which approval will not be

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unreasonably withheld. Notwithstanding the foregoing, ICANN may assign this Agreement in conjunction with a reorganization or re-incorporation of ICANN to another nonprofit corporation or similar entity organized for the same or substantially the same purposes. **For purposes of this Section 7.5, a direct or indirect change of ownership or control of Registry Operator or any material subcontracting arrangement with respect to the operation of the registry for the TLD shall be deemed an assignment. ICANN shall be deemed to have reasonably withheld its consent to any such a direct or indirect change of ownership or control or subcontracting arrangement in the event that ICANN reasonably determines that the person or entity acquiring ownership or control of Registry Operator or entering into such subcontracting arrangement (or the ultimate parent entity of such acquiring or subcontracting entity) does not meet the ICANN-adopted registry operator criteria or qualifications then in effect. In addition, without limiting the foregoing,** Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any material subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. **Without limiting the foregoing,** Registry Operator ~~will~~**must also** provide no less than ~~ten~~**thirty (30)** calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of ownership or control of Registry Operator. Such change of ownership or control notification shall include a statement that affirms that the ultimate parent entity of the party acquiring such ownership or control meets the ICANN-adopted specification or policy on registry operator criteria then in effect, and affirms that Registry Operator is in compliance with its obligations under this Agreement. Within thirty (30) calendar days of such notification, ICANN may request additional information from Registry Operator establishing compliance with this Agreement, in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

## **7.6 Amendments and Waivers.**

**(a) If ICANN determines that an amendment to this Agreement (including to the specifications referred to herein) and all other registry agreements between ICANN and the Applicable Registry Operators (the “Applicable Registry Agreements”) is desirable (each, a “Special Amendment”), ICANN may submit a Special Amendment for approval by the Applicable Registry Operators pursuant to the process set forth in this Section 7.6, provided that a Special Amendment is not a Restricted Amendment (as defined below). Prior to submitting a Special Amendment for such approval, ICANN shall first consult in good faith with the Working Group (as defined below) regarding the form and substance of a Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the “Posting Period”) and notice of such amendment by ICANN to the Applicable Registry Operators in accordance with Section 7.8. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registry Operators).**

**(b) If, within two (2) calendar years of the expiration of the Posting Period (the “Approval Period”), (i) the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment) and (ii) such Special Amendment receives Registry Operator Approval (as defined below), such Special Amendment shall be deemed approved (an “Approved Amendment”) by the Applicable Registry Operators (the last date on which such approvals are obtained is herein referred to as the “Amendment Approval Date”) and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice**

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from ICANN to Registry Operator (the “Amendment Effective Date”). In the event that a Special Amendment is not approved by the ICANN Board of Directors or does not receive Registry Operator Approval within the Approval Period, the Special Amendment will have no effect. The procedure used by ICANN to obtain Registry Operator Approval shall be designed to document the written approval of the Applicable Registry Operators, which may be in electronic form.

(c) During the thirty (30) calendar day period following the Amendment Approval Date, Registry Operator (so long as it did not vote in favor of the Approved Amendment) may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an “Exemption Request”). Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registry Operator. An Exemption Request may only be granted upon a clear and convincing showing by Registry Operator that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of Registry Operator. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants. Within ninety (90) calendar days of ICANN’s receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial); provided, that Registry Operator may, within thirty (30) calendar days following receipt of ICANN’s determination, appeal ICANN’s decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Article 5. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registry Operator that are approved by ICANN pursuant to this Section 7.6(c) or through an arbitration decision pursuant to Article 5 shall exempt Registry Operator from any Approved Amendment, and no exemption request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement or exempt Registry Operator from any Approved Amendment.

(d) ~~8.6 Amendments and Waivers.~~ Except as set forth in Article 7 ~~this Section 7.6,~~ no amendment, supplement, or modification of this Agreement or any provision hereof ~~will~~ shall be binding unless executed in writing by both parties. ~~Irrespective of the provisions of Article 7, and nothing in this Section 7.6 shall restrict~~ ICANN and Registry Operator ~~may at any time and from time to time enter~~ entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement ~~will~~ shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof ~~will~~ shall be deemed or ~~will~~ shall constitute a waiver of any other provision hereof, nor ~~will~~ shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

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meanings: (e) For purposes of this Agreement, the following terms shall have the following

(i) “Applicable Registry Operators” means, collectively, the registry operators of the top-level domains party to a registry agreement that contains a provision similar to this Section 7.6, including Registry Operator.

(ii) “Registry Operator Approval” means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators whose payments to ICANN accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.

(iii) “Restricted Amendment” means the following: (i) an amendment of Specification 1, (ii) except to the extent addressed in Section 2.10 hereof, an amendment that specifies the price charged by Registry Operator to registrars for domain name registrations, (iii) an amendment to the definition of Registry Services as set forth in the first paragraph of Section 2 of Specification 6, or (iv) an amendment to the length of the Term.

(iv) “Working Group” means representatives of the Applicable Registry Operators and other members of the community that ICANN appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registry Agreements (excluding bilateral amendments pursuant to Section 7.6(d)).

**7.7** ~~8.7~~ **No Third-Party Beneficiaries.** This Agreement will not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

**7.8** ~~8.8~~ **General Notices.** Except for notices pursuant to ~~Article 7~~ **Section 7.6**, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. All notices under ~~Article 7~~ **Section 7.6** shall be given by both posting of the applicable information on ICANN’s web site and transmission of such information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Notices, designations, determinations, and specifications made under this Agreement will be in the English language. Other than notices under ~~Article 7~~ **Section 7.6**, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient’s facsimile machine or email server, provided, that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within two (2) business days. Any notice required by ~~Article 7~~ **Section 7.6** will be deemed to have been given when electronically posted on ICANN’s website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as

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notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:  
Internet Corporation for Assigned Names and Numbers  
4676 Admiralty Way, Suite 330  
Marina Del Rey, California 90292  
Telephone: 1-310-823-9358  
Facsimile: 1-310-823-8649  
Attention: President and CEO  
With a Required Copy to: General Counsel  
Email: (As specified from time to time.)

If to Registry Operator, addressed to:

[\_\_\_\_\_]
[\_\_\_\_\_]
[\_\_\_\_\_]

Telephone:
Facsimile:
Attention:
With a Required Copy to:
Email: (As specified from time to time.)

**7.9 8.9-Entire Agreement.** This Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

**7.10 8.10-English Language Controls.** Notwithstanding any translated version of this Agreement and/or specifications that may be provided to Registry Operator, the English language version of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

**7.11 Ownership Rights. Nothing contained in this Agreement shall be construed as establishing or granting to Registry Operator any property ownership rights or interests in the TLD or the letters, words, symbols or other characters making up the TLD string.**

**[Note: The following section is applicable to intergovernmental organizations or governmental entities only.]**

**7.12 Special Provision Relating to Intergovernmental Organizations or Governmental Entities.**

**(a) ICANN acknowledges that Registry Operator is an entity subject to public international law, including international treaties applicable to Registry Operator (such public international law and treaties, collectively hereinafter the "Applicable Laws"). Nothing in this Agreement and its related specifications shall be construed or interpreted to require Registry Operator to violate Applicable Laws or prevent compliance therewith. The Parties agree that**

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Registry Operator's compliance with Applicable Laws shall not constitute a breach of this Agreement.

(b) In the event Registry Operator reasonably determines that any provision of this Agreement and its related specifications, or any decisions or policies of ICANN referred to in this Agreement, including but not limited to Temporary Policies and Consensus Policies (such provisions, specifications and policies, collectively hereinafter, "ICANN Requirements"), may conflict with or violate Applicable Law (hereinafter, a "Potential Conflict"). Registry Operator shall provide detailed notice (a "Notice") of such Potential Conflict to ICANN as early as possible and, in the case of a Potential Conflict with a proposed Consensus Policy, no later than the end of any public comment period on such proposed Consensus Policy. In the event Registry Operator determines that there is Potential Conflict between a proposed Applicable Law and any ICANN Requirement, Registry Operator shall provide detailed Notice of such Potential Conflict to ICANN as early as possible and, in the case of a Potential Conflict with a proposed Consensus Policy, no later than the end of any public comment period on such proposed Consensus Policy.

(c) As soon as practicable following such review, the parties shall attempt to resolve the Potential Conflict by cooperative engagement pursuant to the procedures set forth in Section 5.1. In addition, Registry Operator shall use its best efforts to eliminate or minimize any impact arising from such Potential Conflict between Applicable Laws and any ICANN Requirement. If, following such cooperative engagement, Registry Operator determines that the Potential Conflict constitutes an actual conflict between any ICANN Requirement, on the one hand, and Applicable Laws, on the other hand, then ICANN shall waive compliance with such ICANN Requirement (provided that the parties shall negotiate in good faith on a continuous basis thereafter to mitigate or eliminate the effects of such non-compliance on ICANN), unless ICANN reasonably and objectively determines that the failure of Registry Operator to comply with such ICANN Requirement would constitute a threat to the Security and Stability of Registry Services, the Internet or the DNS (hereinafter, an "ICANN Determination"). Following receipt of notice by Registry Operator of such ICANN Determination, Registry Operator shall be afforded a period of ninety (90) calendar days to resolve such conflict with an Applicable Law. If the conflict with an Applicable Law is not resolved to ICANN's complete satisfaction during such period, Registry Operator shall have the option to submit, within ten (10) calendar days thereafter, the matter to binding arbitration as defined in subsection (d) below. If during such period, Sponsor does not submit the matter to arbitration pursuant to subsection (d) below, ICANN may, upon notice to Registry Operator, terminate this Agreement with immediate effect.

(d) If Registry Operator disagrees with an ICANN Determination, Registry Operator may submit the matter to binding arbitration pursuant to the provisions of Section 5.2, except that the sole issue presented to the arbitrator for determination will be whether or not ICANN reasonably and objectively reached the ICANN Determination. For the purposes of such arbitration, ICANN shall present evidence to the arbitrator supporting the ICANN Determination. If the arbitrator determines that ICANN did not reasonably and objectively reach the ICANN Determination, then ICANN shall waive Registry Operator's compliance with the subject ICANN Requirement. If the arbitrators or pre-arbitral referee, as applicable, determine that ICANN did reasonably and objectively reach the ICANN Determination, then, upon notice to Registry Operator, ICANN may terminate this Agreement with immediate effect.

\* Final text will be posted on ICANN website; agreement reference to be replaced by hyperlink.

(e) Registry Operator hereby represents and warrants that, to the best of its knowledge as of the date of execution of this Agreement, no existing ICANN Requirement conflicts with or violates any Applicable Law.

(f) Notwithstanding any other provision of this Section 7.12, following an ICANN Determination and prior to a finding by an arbitrator pursuant to Section 7.12(d) above, ICANN may, subject to prior consultations with Registry Operator, take such reasonable technical measures as it deems necessary to ensure the Security and Stability of Registry Services, the Internet and the DNS. These reasonable technical measures shall be taken by ICANN on an interim basis, until the earlier of the date of conclusion of the arbitration procedure referred to in Section 7.12(d) above or the date of complete resolution of the conflict with an Applicable Law. In case Registry Operator disagrees with such technical measures taken by ICANN, Registry Operator may submit the matter to binding arbitration pursuant to the provisions of Section 5.2 above, during which process ICANN may continue to take such technical measures. In the event that ICANN takes such measures, Registry Operator shall pay all costs incurred by ICANN as a result of taking such measures. In addition, in the event that ICANN takes such measures, ICANN shall retain and may enforce its rights under the Continued Operations Instrument and Alternative Instrument, as applicable.

\* \* \* \* \*

\* Final text will be posted on ICANN website; agreement reference to be replaced by hyperlink.

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

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
[\_\_\_\_\_] President and CEO  
Date:

**[Registry Operator]**

By: \_\_\_\_\_  
[\_\_\_\_\_] \_\_\_\_\_  
[\_\_\_\_\_] \_\_\_\_\_  
Date:

\* Final text will be posted on ICANN website; agreement reference to be replaced by hyperlink.

**EXHIBIT A**

**Approved Services**



# SPECIFICATION 1

## CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

### 1. Consensus Policies.

- 1.1. “*Consensus Policies*” are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this document. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.
- 1.2. Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following:
  - 1.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System (“DNS”);
  - 1.2.2. functional and performance specifications for the provision of registry services;
  - 1.2.3. Security and stability of the registry database for the TLD;
  - 1.2.4. registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or
  - 1.2.5. resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names).
- 1.3. Such categories of issues referred to in Section 1.2 shall include, without limitation:
  - 1.3.1. principles for allocation of registered names in the TLD (e.g., first-come/first-served, timely renewal, holding period after expiration);
  - 1.3.2. prohibitions on warehousing of or speculation in domain names by registries or registrars;
  - 1.3.3. reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and
  - 1.3.4. maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination.
- 1.4. In addition to the other limitations on Consensus Policies, they shall not:
  - 1.4.1. prescribe or limit the price of registry services;
  - 1.4.2. modify the terms or conditions for the renewal or termination of the Registry Agreement;
  - 1.4.3. modify the limitations on Temporary Policies (defined below) or Consensus Policies;
  - 1.4.4. modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

- 1.4.5. modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.
2. **Temporary Policies.** Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of registry services or the DNS ("***Temporary Policies***").
  - 2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.
    - 2.1.1. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.
    - 2.1.2. If the period of time for which the Temporary Policy is adopted exceeds 90 days, the Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one year period expires or, if during such one year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.
3. **Notice and Conflicts.** Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between registry services and Consensus Policies or any Temporary Policy, the Consensus Policies or Temporary Policy shall control, but only with respect to subject matter in conflict.

## SPECIFICATION 2 DATA ESCROW REQUIREMENTS

~~NOTE: THIS INTERIM DRAFT SPECIFICATION IS UNDER DEVELOPMENT BY ICANN  
AND REGISTRY TECHNICAL TEAMS.~~

Registry Operator will engage an independent entity to act as data escrow agent (“*Escrow Agent*”) for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

### PART A – TECHNICAL SPECIFICATIONS

1. **Deposits.** Deposits can be of two kinds: Full Deposits or Incremental Deposits. **For both kinds of Deposits, the Universe of Registry objects to be considered for data escrow are those objects necessary in order to offer the approved Registry Services.**
  - 1.1 “**Full Deposit**” means the Registry Data that reflects the current and complete Registry Database and will consist of data that reflects the state of the registry as of 000000:00 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) will not be reflected in the Full Deposit.
  - 1.2 “**Incremental Deposit**” means data that reflects all transactions involving the database that were not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be. Each incremental file will contain all database transactions since the previous Deposit was completed as of 000000:00 UTC. Incremental deposits, where required, must include complete Escrow Records as specified below that were not included or changed since the most recent full or incremental deposit (i.e., newly added or modified names).
2. **Procedure for Deposits.** Each formatted Full Deposit and Incremental Deposit must be processed and delivered in encrypted form to Escrow Agent. The formatted, encrypted and signed Deposit file(s) must be sent, by authenticated, secure file transfer, to Escrow Agent's server within the specified time window, see **PART B – LEGAL REQUIREMENTS**.
3. **Schedule for Deposits.** Registry operators are obligated to submit a set of escrow files on a daily basis as follows:
  - 3.1 Once a week, a Full Deposit of the entire set of objects in the registry must be submitted. Each of these files will be marked with the “full” type.
  - 3.2 The other six days of the week, an Incremental Deposit must be submitted including objects that have been created, deleted or updated. Each of these files will be marked with the “inc” type.
  - 3.3 Each incremental submission must cover the time period since the generation of the previous submission.
  - 3.4 Although we expect this to be an exception, it is permissible to have some **minimum** overlap between Incremental Deposits.
4. **Escrow Format Specification.**
  - 4.1 **File Naming Conventions.** Files shall be named according to the following convention:

~~<{gTLD}>~~ ~~<{YYYY-MM-DD}>~~ ~~<{FILE}>~~ ~~<{type}>~~ ~~<comp>~~ ~~<encrypt>~~ ~~S<{#}>~~ ~~R<{rev}>~~ ~~{ext}~~ where:

- 4.1.1 ~~<{gTLD}>~~ is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-label **compatible form (A-Label)** must be used;
- 4.1.2 ~~<{YYYY-MM-DD}>~~ is replaced by the date corresponding to the time used as a timeline watermark for the transactions; i.e. for the Full Deposit corresponding to 2009-08-02T00:00Z, the string to be used would be “2009-08-02”;
- 4.1.3 ~~<{FILE}>~~ is replaced with the file type as indicated in **sections 4.8 below and 4.9**;
- 4.1.4 ~~<{type}>~~ is replaced by:
  - (1) “full”, if the data represents a full deposit;
  - (2) “inc”, if the data represents an incremental deposit;
- 4.1.5 ~~<comp>~~ is replaced by the name of compression algorithm used, see section 4.10;
- 4.1.6 ~~<encrypt>~~ is replaced by the corresponding encryption algorithm used, see section 4.10;
- 4.1.5** ~~4.1.7~~ ~~<{#}>~~ is replaced by the position of the file in a series of files, beginning with “1”; in case of a lone file, this must be replaced by “1”.
- 4.1.6** ~~4.1.8~~ ~~<{rev}>~~ is replaced by the number of revision (or resend) of the file beginning with “0”;
- 4.1.7** ~~4.1.9~~ ~~<{ext}>~~ is replaced by “data” if the file contains actual data (may be compressed and/or encrypted) or “sig” for the **sig** if it is a digital signature file of the corresponding data file. **quasi-homonymous file. Otherwise it is replaced by “” nothing.**

4.2 **Object Handles.** For each of the object types (domains, contacts, name servers, ~~DNSSEC delegation signer records,~~ and registrars), an ID or "handle" will be used to permit compactly referencing objects from other files.

- 4.2.1 These handles may be represented as alphanumeric values, offering maximum flexibility.
- 4.2.2 Registry operator may use the domain name as the domain handle.

4.3 **Dates.** Numerous fields indicate "dates", such as the creation and expiry dates for domains. These fields ~~should~~**shall** contain timestamps indicating the date and time in a format ~~and time zone~~ that is consistent across all such fields in the escrow deposit. Timestamps ~~should~~**shall** be presented ~~relative to~~**in** UTC **with no offset from the zero meridian.** consistent with the date/time handling used in ~~EPP RFC 4930~~**5730, see [1].**

4.4 **CSV File Format.** ~~Escrow data~~**Data files containing objects as domains, contacts, name servers, etc.** shall be compiled into CSV “plain” text files, as described in RFC 4180, **see [5].**

**EPP XML Schema files shall be compiled into “plain” text files.**

The character encoding for **both of** these files ~~should~~**shall** be UTF-8. ~~Once compressed and/or encrypted the data files shall be in binary form. Signature files shall never be compressed nor encrypted.~~

4.5 **Object Statuses.** ~~RFC 4930 (EPP) and related RFCs~~ **as specified in RFC 5730,** see [1], [2], [3], [4] **and related RFCs** indicate permissible status codes for various registry objects. **Additionally In the case of domains, the status values described in RFC 3915, see [11], plus** the status “reserved” ~~is~~**are also** allowed for domains; it is used to indicate a reserved name on behalf of the Registry or ICANN; **see section 4.6.**

4.6 **Reserved Name Handling.** Registries typically have a set of names reserved on behalf of themselves or ~~IANA~~**ICANN.** Reserved names must be included in the DOMAIN file, and have the special "reserved" status associated with them in the DOMSTATUS file to indicate that they are reserved.

4.7 **Variant Handling.** If Registry Operator offers IDNs, the variant table and registration policy must be deposited with the IANA IDN Practices Repository [9]. In some cases, for a particular name, there may be multiple "variants," where reservation of a domain name indicates reservation of one or more other names that are equivalent, in the language representation. Depending on implementation, there are several possible approaches for escrow, the Registry shall use the most appropriate to its needs:

- (1) Multiple name variants may be expressed in the registry, and presented in the DNS zone; each such name shall be stored in the DOMAIN and DOMIDN files, as described below.
- (2) It may suffice, in some cases, to store variants in the form shown above as the "DOMIDN" file, where variant names, in Unicode form, are associated with the "parent/canonical" domain name.
- (3) There will be cases where there is an algorithm used to generate variant names, and where the number of variants would be impractical to store or to submit directly for escrow. In such cases, out of band documentation must provide details about variant generation algorithms. It may also be necessary to add an extension file to indicate, for domains having variant names, the algorithm and any other parameters used to compute variants.

**4.7 IDN Variants Handling. If Registry Operator offers Internationalized Domain Names (IDN), the Variant Table and Registration Policy must be deposited with the IANA IDN Practices Repository, see [9].**

**Depending on the Registration Policy in place in the Registry; for a particular IDN, there may be multiple variant domains either registered, reserved or blocked:**

- (1) If the IDN variant is actually registered, bundled with its canonical domain name in the Registry system, the variant shall be tagged as "registered".**
- (2) If only the holder of the canonical domain name is allowed to register the IDN variant but it is not actually registered, the variant shall be tagged as "reserved".**
- (3) If the IDN variant is considered undesirable for registration, the variant shall be tagged as "blocked".**

#### 4.8 Detailed File Formats.

For each object the order in which its fields are presented indicates the order in which they are expected to be in the respective record.

The first line of all **CSV** files must contain the field names, **be the "header line" as described in section 2 of RFC 4180, see [5] containing the short names of every field. Such short names are provided below in the specification of each file type contained between "{" and "}".**

4.8.1 **Domains.** Indicates a file type "DOMAIN". **This file shall contain all the domain names the Registry currently handles, including domains in sub-TLD levels, if the Registry provides Registry services for them. In the case of Internationalized Domain Names (IDN), the A-label shall be used in the "Domain Name" field (e.g. - "xn-11b5bs1di.tld"), not the U-Label.**

The following fields shall be stored in the DOMAIN file:

- (1) **{domainHandle}**, Domain Handle;
- (2) **{domainName}**, Domain Name;
- (3) **{sponsoringRegistrar}**, Registrar Handle for the present sponsoring registrar **Registrar**;
- (4) **{creationDate}**, Creation Date;
- (5) **{creatorRegistrar}**, Registrar Handle for the initial sponsoring registrar **creator Registrar**;
- (6) **{expiryDate}**, Expiry Date;
- (7) AuthInfo **{authInfo}**, **Authorization information** for the domain; and

- (8) {updateRegistrar}, Registrar Handle for the Registrar that updated the domain for the last time, empty if none;**
- (9) {lastUpdate}, Date of last update, empty if none;**
- (10) {lastTransferDate}, Date of last transfer, empty if none; and**
- (11) {deletionDate}, Date of deletion, for domains waiting to be purged or restored see RFC 3915, see [11], empty if none.**

**4.8.2 Internationalized Domain Names (IDNs).** In the case of internationalized domain names, the ASCII-compatible form (A-Label) of the IDN-string shall be referenced in the domain name field (e.g. "xn-11b5bs1di.tld"), not the Unicode label (U-Label).

**4.8.2 Internationalized Domain Names (IDNs). Indicates a file type "DOMIDN".**

**If an IDN has a corresponding entry in the "DOMAIN" file, the handle for that entry shall be provided in the "Domain Handle" field.**

**If this IDN is a variant of another IDN (the canonical domain name), the handle for the canonical domain name shall be provided in the "Canonical Domain Handle" field. For IDNs that are canonical domain names, the "Canonical Domain Handle" field shall be left blank.**

**The field "Variant Tag" indicates the tag of the IDN variant and shall be any of: "registered", "reserved" or "blocked"; see section 4.7. For canonical domain names it shall be left blank.**

**The "IDN Table ID" field shall contain the internal ID (see 4.8.3) of the IDN Table corresponding to the IDN.**

**If the Registrar provided the U-Label for the IDN to the Registry, both U-label and A-label shall be escrowed; if not, only the A-Label shall be escrowed.**

The following fields shall be stored in the DOMIDN file:

- (1) {domainHandle}, Domain Handle;**
- (2) {canonicalDomainHandle}, Canonical Domain Handle;**
- (3) {variantTag}, Variant Tag;**
- (4) {idnTableId}, IDN Table ID;**
- (5) {aLabel}, A-Label; and**
- (6) (2) Unicode Label/{uLabel}, U-Label;**
- (3) Language Tag (based on ISO 639-1); and**
- (4) Script Tag (based on ISO 15924).**

**4.8.3 IANA IDN Tables index. Indicates a file type "IDNTABLES". This is a file containing a listing of the different IDN Table URIs in IANA used for the IDNs in the TLD. The "IDN Table ID" field shall contain a sequential number that will serve as internal ID for the IDN Table.**

**The following fields shall be stored in the IDNTABLES file:**

- (1) {idnTableId}, IDN Table ID; and**
- (2) {idnTableUri}, IDN Table URI in IANA Repository.**

**4.8.4 4.8.3-Contacts. Indicates a file type "CONTACT". This file contains all the contact objects linked to any of the domain names escrowed in the DOMAIN file.**

The following fields shall be stored in the CONTACT file:

- (1) {contactHandle}, Contact Handle;**
- (2) {sponsoringRegistrar}, Registrar Handle for the sponsoring registrar;**
- (3) {creationDate}, Creation Date;**
- (4) AuthInfo/{authInfo}, Authorization information for the contact;**

- (5) {voiceNumber}, Voice Telephone Number;
- (6) {voiceExt}, Voice Telephone Extension;
- (7) {faxNumber}, Fax Telephone Number;
- (8) {faxExt}, Fax Extension;
- (9) {email}, Email Address.
- (10) {creatorRegistrar}, Registrar Handle of the creator registrar **Registrar**;
- (11) {updateRegistrar}, Registrar Handle of the registrar who last updated the contact;
- (12) {lastUpdate}, Last update Date; **and**
- (13) {lastTransferDate}, Last transfer Date; **and**

**4.8.5** 4.8.4-Contacts' addresses. Indicates a file type "CONADDR". Contains the addresses of the Contacts. Only two addresses per Contact are allowed provided they are of different types. The following fields shall be stored in the CONADDR file:

- (1) {contactHandle}, Contact Handle;
- (2) {addressType}, Address type; **shall be "int-" or "loc"; see RFC 4933**5733, see [4];
- (3) {contactName}, Contact Name;
- (4) {contactOrganization}, Contact Organization;
- (5) {postalAddress1}, Postal Address 1;
- (6) {postalAddress2}, Postal Address 2;
- (7) {postalAddress3}, Postal Address 3;
- (8) {city}, City;
- (9) {stateProvinceOrRegion}, State/Province/Region;
- (10) {postalCode}, Postal Code; **and**
- (11) {Country}; **Country**.

**Notes for 4.8.3 and 4.8.4 and 4.8.5:**

The following fields are ones where standards documents may be able to indicate requirements appropriate to validation. In particular, the EPP Contact Mapping **in RFC 5733, see** [4] requires reference to other standards documents as follows:

**Country**

Country identifiers are represented using two character identifiers as specified in ISO 3166.

**Telephone numbers**

Telephone numbers (both voice and fax) are formatted based on structures defined in ITU standard E164a.

**Email Address**

Email address syntax is defined in **RFC 2822***Internet Message Format* [12].

**4.8.6** 4.8.5-Name servers. Indicates a file type "NAMESERVER".

The following fields shall be stored in the NAMESERVER file:

- (1) {nameServerHandle}, Name server Handle;
- (2) {nameServerName}, Name server Name;
- (3) {creationDate}, Creation Date; and
- (4) {sponsoringRegistrar}, Registrar Handle of sponsoring registrar.

**4.8.7** 4.8.6-Name server IP Addresses. Indicates a file type "NSIP"

The following fields shall be stored in the NSIP file:

- (1) {nameServerHandle}, Name server Handle; and

(2) {ip}, IP Address.

**Notes.** IP addresses syntax must conform either to, RFC 794Internet Protocol [13], for IPv4 addresses, or RFC 4294IP Version 6 Addressing Architecture [14], for IPv6 addresses.

**4.8.8** **4.8.7-Registrars.** Indicates a file type "REGISTRAR". **This file contains information for every Registrar linked with any domain name included in DOMAIN.**

The following fields shall be stored in the REGISTRAR file:

- (1) {registrarHandle}, Registrar Handle;
- (2) {ianaId}, IANA ID for Registrar as per IANA Registrar IDs [8]; and
- (3) {registrarName}, Registrar Name;

**4.8.9** **4.8.8-Domain/Status Associations.** Indicates a file type "DOMSTATUS". **Contains all the statuses for every domain in DOMAIN.**

The following fields shall be stored in the DOMSTATUS file:

- (1) {domainHandle}, Domain Handle;
- (2) {statusValue}, Status Value, as per the earlier section on Object Statuses; and
- (3) Reason Code.

**4.8.10** **4.8.9-Contact/Status Associations.** Indicates a file type "CONSTATUS". **Contain all the statuses for every contact in CONTACT.**

The following fields shall be stored in the CONSTATUS file:

- (1) {contactHandle}, Contact Handle;
- (2) {statusValue}, Status Value, as per the earlier section on Object Statuses; and
- (3) Reason Code.

**4.8.11** **4.8.10-Name server/Status Associations.** Indicates a file type "NSSTATUS". **Contain all the statuses for every name server in NAMESERVER.**

The following fields shall be stored in the NSSTATUS file:

- (1) {nameServerHandle}, Name server Handle;
- (2) {statusValue}, Status Value, as per the earlier section on Object Statuses; and
- (3) {reasonCode}, Reason Code.

**4.8.12** **4.8.11-Domain/Contact Associations.** Indicates a file type "DOMCONTACT". **Contain all the associations between contacts and domains.**

The following fields shall be stored in the DOMCONTACT file:

- (1) {domainHandle}, Domain Handle;
- (2) {contactHandle}, Contact Handle; and
- (3) {contactType}, Contact Type; **shall be one of the abbreviations provided in the following table.**

Type Possible	Abbreviations
Registrant Contact	<u>R, REG</u> <u>reg</u>
Administrative Contact	<u>A, ADMIN</u> <u>admin</u>
Billing Contact	<u>B, BILL</u> <u>billing</u>
Technical Contact	<u>T, TECH</u> <u>tech</u>

**4.8.13** **4.8.12-Domain / Name server Associations.** Indicates a file type "DOMNS". **Contain all the associations between domain names and their respective name servers.**



The following fields shall be stored in the DOMNS file:

- (1) {domainHandle}, Domain Handle; and
- (2) {nameServerHandle}, Name server Handle.

**4.8.14** 4.8.13-**Domain Deletions**. Indicates a file type "DOMDEL." This file must be sent only for incremental escrow deposits (e.g. - file type "inc"); it indicates the list of domains that were in the previous deposit that have since been removed.

- (1) {domainHandle}, Domain ~~Name~~Handle; and
- (2) {deletionDate}, Deletion Date.

**4.8.15** 4.8.14-**Contact Deletions**. Indicates a file type "CONTDEL." This file must be sent only for incremental escrow deposits (e.g. - file type "inc"); it indicates the list of contacts that were in the previous deposit that have since been removed.

- (1) {contactHandle}, Contact Handle; and
- (2) {deletionDate}, Deletion Date.

**4.8.16** 4.8.15-**Name server Deletions**. Indicates a file type "NSDEL." This file must be sent only for incremental escrow deposits (e.g. file type "inc"); it indicates the list of name servers that were in the previous deposit, that have since been removed.

- (1) {nameServerHandle}, Name server ~~Name~~Handle; and
- (2) {deletionDate}, Deletion Date.

**4.8.17** 4.8.16-**Domain/DNSSEC Delegation Signer Record Associations**. Indicates a file type "DOMDS". Only the first five fields are mandatory, the rest may be left blank. These fields are related to those described in RFC 43405910, see [10].

The following fields shall be stored in the DSDEL file:

- (1) {domainHandle}, Domain Handle;
- (2) {keyTag}, KeyTag;
- (3) {algorithm}, Algorithm;
- (4) {digestType}, Digest Type;
- (5) {digest}, Digest;
- (6) {maximumSigLife}, Maximum Signature Life;
- (7) {dnskeyFlags}, DNSKey Flags;
- (8) {dnskeyProtocol}, DNSKey Protocol;
- (9) {dnskeyAlgorithm}, DNSKey Algorithm;
- (10) {publicKey}, Public key;

**4.8.18** 4.8.17-**DNSSEC Delegation Signer Record Deletions**. Indicates a file type "DSDEL". This file must be sent only for incremental escrow deposits (e.g. file type "inc"); it indicates the list of domains that used to have DNSSEC delegation signer record(s) in the previous deposit that no longer have them.

The following fields shall be stored in the DSDEL file:

- (1) {domainHandle}, Domain Handle; and
- (2) {dsDeletionDate}, DS record(s) Deletion Date.

**4.8.19** 4.8.18-**Contact information disclosure**. Indicates a file type "CONDISCL". Contains exceptional disclosure information for contacts as specified in RFC 5733 [4]. With the exception of the Contact Handle, all the fields in this file can only be "true", "false" or empty. The following fields shall be stored in the CONDISCL file:

- (1) {contactHandle}, Contact Handle;
- (2) {intName}, Internationalized name;
- (3) {locName}, Localized name;
- (4) {intOrganization}, Internationalized organization;
- (5) {locOrganization}, Localized organization;
- (6) {intAddress}, Internationalized address;
- (7) {locAddress}, Localized address;
- (8) {voice}, Voice;
- (9) {fax}, Fax; **and**
- (10) {email}, Email;

**4.8.20** ~~4.8.19~~ **EPP server Data Collection Policies.** Indicates a file type "DCP". These file type is related with section 2.4 of EPP, see RFC 5730, see [1]. All the fields shall only be "true", "false" or empty.

The following fields shall be stored in the DCP file:

- (1) {accessAll}, Access to All;
- (2) {accessNone}, Access to None;
- (3) {accessNull}, Access Null;
- (4) {accessPersonal}, Access Personal;
- (5) {accessPersonalAndOther}, Access Personal and other;
- (6) {accessOther}, Access Other;
- (7) {statementAdmin}, Statement Admin;
- (8) {statementContact}, Statement Contact;
- (9) {statementProvisioning}, Statement Provisioning;
- (10) {statementOther}, Statement Other;
- (11) {recipientOther}, Recipient Other;
- (12) {recipientOurs}, Recipient Ours;
- (13) {recipientPublic}, Recipient Public;
- (14) {recipientSame}, Recipient Same;
- (15) {recipientUnrelated}, Recipient Unrelated;
- (16) {retentionBusiness}, Retention Business;
- (17) {retentionIndefinite}, Retention Indefinite;
- (18) {retentionLegal}, Retention Legal;
- (19) {retentionNone}, Retention None;
- (20) {retentionStated}, Retention Stated;
- (21) {expiryAbsolute}, Expiry Absolute; **and**
- (22) {expiryRelative}, Expiry Relative;

**4.8.21** ~~4.8.20~~ **EPP versions supported.** Indicates a file type "EPPVERSIONS". Lists the EPP versions supported by the Registry.

The following fields shall be stored in the EPPVERSIONS file:

- (1) {eppVersion}, **EPP** Version Supported;

**4.8.22** ~~4.8.21~~ **Text response languages.** Indicates a file type "LANGS". Lists the identifiers of the text response languages known by the server.

The following fields shall be stored in the LANGS file:

- (1) {language}, Language Supported; as RFCs 4646 and 4647 specified in section 2.4 of RFC 5730, see [1].

**4.8.23** ~~4.8.22~~ **EPP objects supported.** Indicates a file type "EPPOBJECTS". Lists the EPP objects the server is capable of managing.

The following fields shall be stored in the EPPOBJECTS file:

- (1) {objectName}, Object Name;
- (2) {namespaceObjectUri}, Namespace Object URI; **and**
- (3) {xmlSchemaFilename}, XML Schema Filename URL.

**4.8.24** ~~4.8.23~~ **EPP extensions supported.** Indicates a file type "EPPEXTENSIONS". Lists the EPP extensions the Registry supports.

The following fields shall be stored in the EPPEXTENSIONS file:

- (1) {extensionName}, Extension Name;
- (2) {namespaceExtUri}, Namespace Extension URI; **and**
- (3) {xmlSchemaFilename}, XML Schema Filename URL.

**4.9** **EPP XML Schemas.** For each of the EPP Objects and Extensions supported by the Registry, there shall be an XML Schema file in the escrow deposits. The file types for the base EPP objects and extensions are presented now.

**4.9.1** **EPP Object - Domain Name XML Schema.** Indicates a file type "XSDOBJDOMAIN". Holds the EPP XML Schema for Domain Names used by the Registry.

**4.9.2** **EPP Object - Contact XML Schema.** Indicates a file type "XSDOBJCONTACT". Holds the EPP XML Schema for Contacts used by the Registry.

**4.9.3** **EPP Object - Host XML Schema.** Indicates a file type "XSDOBJHOST". Holds the EPP XML Schema for Hosts (Name servers) used by the Registry.

**4.9.4** **EPP Extension - Domain Registry Grace Period XML Schema.** Indicates a file type "XSDEXTDRGP". Holds the EPP XML Schema for Domain Registry Grace Period Extension used by the Registry.

**4.9.5** **EPP Extension - DNSSEC XML Schema.** Indicates a file type "XSDEXTDNSSEC". Holds the EPP XML Schema for DNSSEC Extension used by the Registry.

**4.10** **Required file types.** The following table summarizes the required file types according to the kind of Deposit. A file type being required means that it shall be present in the Deposit if there is corresponding data in the Registry database. "yes" means the file type is required. "IDN" means the file type is required if the Registry supports IDNs. "thick" means the file type is required if the Registry is of type thick. "DNSSEC" means the file is required if the Registry supports DNSSEC. "disclosure" means the file type is required if the Registry supports contact disclosure controls. "no" means the file type shall not be present in the Deposit.

<u>File type</u>	<u>Full Deposit</u>	<u>Incremental Deposit</u>
<u>DOMAIN</u>	<u>yes</u>	<u>yes</u>
<u>DOMIDN</u>	<u>IDN</u>	<u>IDN</u>
<u>IDNTABLES</u>	<u>IDN</u>	<u>IDN</u>
<u>CONTACT</u>	<u>thick</u>	<u>thick</u>
<u>CONADR</u>	<u>thick</u>	<u>thick</u>

<u>NAMESERVER</u>	<u>yes</u>	<u>yes</u>
<u>NISP</u>	<u>yes</u>	<u>yes</u>
<u>REGISTRAR</u>	<u>yes</u>	<u>yes</u>
<u>DOMSTATUS</u>	<u>yes</u>	<u>yes</u>
<u>CONSTATUS</u>	<u>thick</u>	<u>thick</u>
<u>NSSTATUS</u>	<u>yes</u>	<u>yes</u>
<u>DOMCONTACT</u>	<u>thick</u>	<u>thick</u>
<u>DOMNS</u>	<u>yes</u>	<u>yes</u>
<u>DOMDEL</u>	<u>no</u>	<u>yes</u>
<u>CONTDEL</u>	<u>no</u>	<u>thick</u>
<u>NSDEL</u>	<u>no</u>	<u>yes</u>
<u>DOMDS</u>	<u>DNSSEC</u>	<u>DNSSEC</u>
<u>DSDEL</u>	<u>no</u>	<u>DNSSEC</u>
<u>CONDISCL</u>	<u>disclosure</u>	<u>disclosure</u>
<u>DCP</u>	<u>yes</u>	<u>yes</u>
<u>EPPVERSIONS</u>	<u>yes</u>	<u>yes</u>
<u>LANGS</u>	<u>yes</u>	<u>yes</u>
<u>EPPOBJECTS</u>	<u>yes</u>	<u>yes</u>
<u>EPPEXTENSIONS</u>	<u>yes</u>	<u>yes</u>
<u>XSDOB.IDOMAIN</u>	<u>yes</u>	<u>yes</u>
<u>XSDOB.ICONTACT</u>	<u>yes</u>	<u>yes</u>
<u>XSDOB.IHOST</u>	<u>yes</u>	<u>yes</u>
<u>XSDEXTDRGP</u>	<u>yes</u>	<u>yes</u>
<u>XSDEXTDNSSEC</u>	<u>yes</u>	<u>yes</u>

**4.11** ~~4.9~~ **Extensions.** If a particular registry operator's contract agreement requires submission of additional data, not included above, additional "extension" files shall be defined in a case by case base to represent that data which may use Domain, Contact, Name server, and Registrar Handles in order to associate that data with these objects, and which may introduce new objects, with their own handles that may, in turn, be used to allow extension files to indicate references to these new objects. ICANN and the respective Registry shall work together to agree on such new objects' data escrow specifications.

**4.12** ~~4.10~~ **Compression and Encryption.** Compression shall be used to reduce transfer times between the Registry and the Escrow agent, and to reduce storage capacity requirements. Data encryption shall be used to ensure the privacy of registry escrow data. Files processed for compression and encryption shall be in the binary OpenPGP format as per OpenPGP Message Format - RFC 4880, see [6]. Acceptable algorithms for Public-key cryptography, Symmetric-key cryptography, Hash and Compression are those enumerated in RFC 4880, not marked as deprecated in OpenPGP IANA Registry, see [7], that are also royalty-free.

**4.13** ~~4.11~~ **Processing of data files.** The process to follow for a data file in original text format is:

- (1) The file should be compressed. ~~This specification does not require that this be done either together with or separate from the encryption process.~~ The suggested algorithm for compression is ZIP as per RFC 4880.
- (2) The compressed data shall be encrypted using the escrow agent's public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.

- (3) The file may be split as necessary if, once compressed and encrypted is larger than the file size limit agreed with the escrow agent. Every part of a split file, or the whole file if split is not used, will be called a processed file in this section.
- (4) A digital signature file shall be generated for every processed file using the Registry's private key. **The digital signature file shall be in binary OpenPGP format as per RFC 4880 [6], and shall neither be compressed nor encrypted.** The suggested algorithms for Digital signatures are DSA and RSA as per RFC 4880. The suggested algorithm for Hashes in Digital signatures is SHA256.
- (5) The processed files and digital signature files shall then be transferred to the escrow agent. This specification does not require any particular transmission mechanism though electronic delivery is preferred; acceptable options would include (but are not restricted to) electronic delivery via protocols such as SFTP or via delivery of a physical medium such as CD-ROMs, DVD-ROMs, or USB storage devices as agreed with the escrow agent.
- (6) ~~The escrow agent~~ **Escrow Agent** shall then validate every (processed) transferred data file ~~by validating its digital signature contained in the corresponding signature file. See~~ **using the procedure described in section 7.**
5. **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 via offline methods, like in person meeting, telephone, etc. 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.
6. **Notification of Deposits.** Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate. Escrow Agent will notify ICANN of all Deposits received, within two business days of receipt.
7. **Verification Procedure.**  
~~{To be developed in subsequent version.}~~  
**(1) The signature file of each processed file is validated.**  
**(2) If processed files are pieces of a bigger file, it is put together.**  
**(3) Each file obtained in the previous step is then decrypted and uncompressed.**  
**(4) Each data file contained in the previous step is then validated against the format defined in this specification.**  
**If any discrepancy is found in any of the steps, the deposit will be considered incomplete.**
8. **References.**
- [1] Extensible Provisioning Protocol (EPP), <http://www.rfc-editor.org/rfc/rfc49305730.txt>
- [2] EPP Domain Name Mapping, <http://www.rfc-editor.org/rfc/rfc49315731.txt>
- [3] EPP Host Mapping, <http://www.rfc-editor.org/rfc/rfc49325732.txt>
- [4] EPP Contact Mapping, <http://www.rfc-editor.org/rfc/rfc49335733.txt>
- [5] Common Format and MIME Type for Comma-Separated Values (CSV) Files, <http://www.rfc-editor.org/rfc/rfc4180.txt>
- [6] OpenPGP Message Format, <http://www.rfc-editor.org/rfc/rfc4880.txt>

- [7] OpenPGP parameters, <http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml>
- [8] IANA Registrar IDs, <http://www.iana.org/assignments/registrar-ids/>
- [9] IANA IDN Practices Repository, <http://www.iana.org/domains/idn-tables/>
- [10] Domain Name System (DNS) Security Extensions Mapping for the Extensible Provisioning Protocol (EPP), <http://www.rfc-editor.org/rfc/rfc4310>**5910**.txt
- [11] **Domain Registry Grace Period Mapping for the EPP, <http://www.rfc-editor.org/rfc/rfc3915.txt>**
- [12] **Internet Message Format, <http://www.rfc-editor.org/rfc/rfc5322.txt>**
- [13] **Internet Protocol, <http://www.rfc-editor.org/rfc/rfc791.txt>**
- [14] **IP Version 6 Addressing Architecture, <http://www.rfc-editor.org/rfc/rfc4291.txt>**

## PART B – LEGAL REQUIREMENTS

1. **Escrow Agent.** Prior to entering into an escrow agreement, the Registry Operator must contact and inform ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendment thereto. ICANN must be expressly designated a third-party beneficiary of such agreement.
2. **Fees.** Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within ten business days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, ICANN shall have a claim for such amount against Registry Operator, which Registry Operator shall be required to submit to ICANN together with the next fee payment due under the Registry Agreement.
3. **Ownership.** Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the Registry Agreement any Deposit is released from escrow to ICANN, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.
4. **Integrity and Confidentiality.** Escrow Agent will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility which is accessible only to authorized representatives of Escrow Agent and (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures. ICANN and Registry Operator will be provided the right to inspect Escrow Agent's applicable records upon reasonable prior notice and during normal business hours. **Registry Operator will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 no more than once per calendar year.**

If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent will promptly notify the Registry Operator and ICANN unless prohibited by law. After notifying the Registry Operator and ICANN, Escrow Agent shall allow sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

5. **Copies.** Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of the escrow agreement, provided that Registry Operator shall bear the expense of such duplication.
6. **Release of Deposits.** Escrow Agent will deliver to ICANN or its designee, **within twenty four hours**, at the Registry Operator's expense, all Deposits in Escrow Agent's possession in the event

that the Escrow Agent receives a request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

- 6.1 the Registry Agreement has expired without renewal, or been terminated; or
- 6.2 ICANN 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; (x) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and (y) ICANN has not, within seven calendar days after such notice, received notice from Escrow Agent that the Deposit has been received; or
- 6.3 ICANN 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 (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven calendar days after such notice, received notice from Escrow Agent of verification of a remediated version of such Full Deposit or Incremental Deposit; or
- 6.4 Registry Operator has: (i) ceased to conduct its business in the ordinary course; or (ii) filed for bankruptcy, become insolvent or anything analogous to any of the foregoing under the laws of any jurisdiction anywhere in the world; or

**6.5 Registry Operator has experienced a failure of critical registry functions and ICANN has asserted its rights pursuant to Section 2.13 of the Registry Agreement; or**

~~6.5~~**6.6** a competent court, arbitral, legislative, or government agency mandates the release of the Deposits to ICANN.

~~6.6~~ Unless Escrow Agent has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ICANN upon termination of the Registry Agreement or the Escrow Agreement.

**7. Verification of Deposits.**

- 7.1 Within two business days after receiving each Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail).
- 7.2 If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent must notify, either by email, fax or phone, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible. Escrow Agent must verify the accuracy or completeness of any such corrected Deposit and give ICANN notice of successful verification within twenty-four hours.

**8. Amendments.** Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

**9. Indemnity.** Registry Operator shall 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 the Escrow Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees thereunder (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 indemnify and hold harmless Registry Operator 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 Indemnatee in connection with the misrepresentation, negligence or misconduct of Escrow Agent, its directors, officers, agents, employees and contractors.

## SPECIFICATION 3

### FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide two monthly reports per gTLD to registry-reports@icann.org with the following content. ICANN may request in the future that the reports be delivered by other means. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the reports relate.

**1. Service Level Agreement Performance.** Compare DNS, EPP and RDPS service performance for the reporting month against the SLA as described in section 4 of SPECIFICATION 6. This report shall be transmitted to ICANN electronically in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD\_sla\_yyyy-mm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “yyyy-mm” is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Notes
01	epp-service-dt-min	EPP service downtime in minutes. It shall be an integer number.
02	epp-session-cmds-rtt-pct	Percentage of sampled EPP session-commands-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
03	epp-query-cmds-rtt-pct	Percentage of sampled EPP query-commands-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
04	epp-transform-cmds-rtt-pct	Percentage of sampled EPP transform-commands-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
05	rdps-dt-min	RDPS downtime in minutes. It shall be an integer number.
06	rdps-query-rtt-pct	Percentage of sampled RDPS query-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
07	rdps-update-time-pct	Percentage of sampled updates to the RDPS that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
08	dns-service-dt-min	DNS service downtime in minutes. It shall be an integer number.
09	dns-tcp-resolution-rtt-pct	Percentage of sampled TCP DNS-query-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
10	dns-udp-resolution-rtt-pct	Percentage of sampled UDP DNS-query-RTTs that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
11	dns-update-time-pct	Percentage of sampled updates to the DNS that complied with the related SLR. It shall be a real number: one or two digits with two decimals with no % sign.
12	dns-ns-dt-min-<name1>-<ip1>	Name server IP address downtime in minutes. It shall be an integer number. The name of the field shall be constructed substituting <name1> by the name of one of the name servers and <ip1> by one of its corresponding IP address.

13	dns-ns-dt-min-<name1>-<ip2>	" "
14	dns-ns-dt-min-<name2>-<ip1>	" "
...	...	" "

The first line shall include the field names exactly as described in the table above as a “header line” as described in section 2 of RFC 4180. Fields of the type “dns-ns-dt-min...” shall be added as needed to include all the name server’s names and corresponding IP addresses. No other lines besides the ones described above shall be included.

**2. Per-Registrar Activity Report.** This report shall be transmitted to ICANN electronically in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD\_activity\_YYYY-mm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “YYYY-mm” is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name as registered with IANA
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 name servers registered for TLD
05	net-adds-1-yr	number of domains successfully registered with an initial term of one year (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 (and not deleted within the add grace period)
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years (and not deleted within the add grace period)
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	number of domains successfully renewed either automatically or by command with a new renewal period of

		one year (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed either automatically or by command with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)
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-noddecision	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
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-names	total number of names affected by granted AGP (add grace period) exemption requests

The first line shall include the field names exactly as described in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report should include totals for each column across all registrars; the first field of this line shall read “Totals” while the second field shall be left empty. No other lines besides the ones described above shall be included.

# SPECIFICATION 4

## SPECIFICATION FOR REGISTRATION DATA PUBLICATION SERVICES

1. **WHOIS Service.** Until ICANN specifies a different format and protocol, Registry Operator will operate a registration data publication service available via both port 43 and a website at <whois.nic.{TLD}> in accordance with RFC 3912 providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, ~~including the Internet Registry Information Service (“IRIS” RFC 3981 and related RFCs)~~, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

**1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.**

**1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as a delimiters, followed by the value.**

**1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.**

### ~~1.1.~~**1.4. Domain Name Data:**

~~1.1.1.~~**1.4.1. Query format:** whois EXAMPLE.TLD

~~1.1.2.~~**1.4.2. Response format:**

Domain Name: EXAMPLE.TLD

**Domain ID: D1234567-TLD**

~~Whois~~**WHOIS** Server: whois.example.tld

Referral URL: http://www.example.tld

Updated Date: 2009-05-29T20:13:00Z

Creation Date: 2000-10-08T00:45:00Z

Expiration Date: 2010-10-08T00:44:59Z

Sponsoring Registrar: EXAMPLE REGISTRAR LLC

Sponsoring Registrar IANA ID: 5555555

**Domain** Status:~~DELETE PROHIBITED~~ **clientDeleteProhibited**

**Domain** Status:~~RENEW PROHIBITED~~ **clientRenewProhibited**

**Domain** Status:~~TRANSFER PROHIBITED~~ **clientTransferProhibited**

**Domain** Status:~~UPDATE PROHIBITED~~ **serverUpdateProhibited**

Registrant ID: 5372808-ERL

Registrant Name: EXAMPLE REGISTRANT

Registrant Organization: EXAMPLE ORGANIZATION

~~Registrant Street~~: 123 EXAMPLE STREET

Registrant City: ANYTOWN

Registrant State/Province: AP

Registrant Postal Code: A1A1A1

Registrant Country: EX  
Registrant Phone: +1.555.555.12121.5555551212  
Registrant Phone Ext: 1234  
Registrant Fax: ++1.555.555.12131.5555551213  
**Registrant Fax Ext: 4321**  
Registrant Email: EMAIL@EXAMPLE.TLD  
Admin ID: 5372809-ERL  
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE  
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION  
Admin Street4: 123 EXAMPLE STREET  
Admin City: ANYTOWN  
Admin State/Province: AP  
Admin Postal Code: A1A1A1  
Admin Country: EX  
Admin Phone: +1.555.555.12121.5555551212  
Admin Phone Ext: 1234  
Admin Fax: +1.555.555.12131.5555551213  
**Admin Fax Ext:**  
Admin Email: EMAIL@EXAMPLE.TLD  
Tech ID: 5372811-ERL  
Tech Name: EXAMPLE REGISTRAR TECHNICAL  
Tech Organization: EXAMPLE REGISTRAR LLC  
Tech Street4: 123 EXAMPLE STREET  
Tech City: ANYTOWN  
Tech State/Province: AP  
Tech Postal Code: A1A1A1  
Tech Country: EX  
Tech Phone: +1.1235551234  
Tech Phone Ext: 1234  
Tech Fax: +1.5555551213  
**Tech Fax Ext: 93**  
Tech Email: EMAIL@EXAMPLE.TLD  
Name Server: NS01.EXAMPLEREGISTRAR.TLD  
Name Server: NS02.EXAMPLEREGISTRAR.TLD  
**DNSSEC: signedDelegation**  
**DNSSEC: unsigned**  
>>> Last update of whois **WHOIS** database: 2009-05-29T20:15:00Z <<<

#### **1.21.5. Registrar Data:**

**1.2.1.5.1. Query format:** whois "registrar Example Registrar, Inc."

**1.2.21.5.2. Response format:**

Registrar Name: Example Registrar, Inc.  
Address **Street:** 1234 Admiralty Way,  
**City:** Marina del Rey, CA 90292,  
**State/Province:** CA  
**Postal Code:** 90292  
**Country:** US  
Phone Number: +1.310.555.12121.3105551212

Fax Number: +1.310.555.12131.3105551213  
Email: registrar@example.tld  
WhoisWHOIS Server: whois.example-registrar.tld  
Referral URL: <http://www.example-registrar.tld>  
Admin Contact: Joe Registrar  
Phone Number: +1.310.555.12131.3105551213  
Fax Number: +1.310.555.12131.3105551213  
Email: joeregistrar@example-registrar.tld  
Admin Contact: Jane Registrar  
Phone Number: +1.310.555.12141.3105551214  
Fax Number: +1.310.555.12131.3105551213  
Email: janeregistrar@example-registrar.tld  
Technical Contact: John Geek  
Phone Number: +1.310.555.12151.3105551215  
Fax Number: +1.310.555.12161.3105551216  
Email: johngeek@example-registrar.tld  
>>> Last update of whoisWHOIS database: 2009-05-29T20:15:00Z <<<

#### **1.3.1.6. Nameserver Data:**

**1.3.1.6.1. Query format:** whois "NS1.EXAMPLE.TLD" or whois "nameserver (IP Address)"

#### **1.3.2.1.6.2. Response format:**

Server Name: NS1.EXAMPLE.TLD  
IP Address: 192.65.123.56192.0.2.123  
**IP Address: 2001:0DB8::1**  
Registrar: Example Registrar, Inc.  
WhoisWHOIS Server: whois.example-registrar.tld  
Referral URL: <http://www.example-registrar.tld>  
>>> Last update of whoisWHOIS database: 2009-05-29T20:15:00Z <<<

**1.7. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers, email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.**

**[1.8. In order to assist complainants under the UDRP to determine whether a pattern of "bad faith" has been demonstrated by a particular registrant, the information set forth above will be available on a publicly accessible database, subject to applicable privacy policies, which will be searchable by domain name, registrant's name, registrant's postal address, contacts' names, Registrars Contact IDs and Internet Protocol address without arbitrary limit. In order to provide an effective WHOIS database, Boolean search capabilities may be offered.] [Note: This clause has been provisionally added for comment into the draft registry agreement as it provides an additional tool to those involved in identifying and confronting malicious conduct in the namespace, providing that the methods and standards used to perform searches have a control structure designed to reduce the malicious use of the searching capability itself. This clause exists in some current registry agreements (.ASIA, .MOBI, .POST) and is included in this draft of the new gTLD registry agreement for discussion.**



As a point of reference, .NAME (<http://www.icann.org/en/tlds/agreements/name/appendix-05-15aug07.htm>) has had an “extensive WHOIS” searching function available since its inception. The searching function is based on a tiered access model that helps reduce the potential malicious use of the function. Comment is invited in particular on how this requirement could help address certain types of malicious conduct, and on alternate solutions whereby use of Whois data for registered names can be an effective tool in the context of mitigating malicious conduct in new gTLDs. If the requirement is supported, suggestions on development a uniform technical specification for the search function exists are also sought.]

## 2. Zone File Access

### 2.1. Third-Party Access

2.1.1 **Zone File Access Agreement.** Registry Operator will enter into an agreement with any Internet user that will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The terms and conditions of such agreement shall be on commercially reasonable terms as determined by will be standardized, facilitated and administered by an independent third party provider established pursuant to the Zone File Access Implementation Plan available at <LINK> (the “ZFA Provider”). Registry Operator in good faith, will cooperate with the CFA Provider in establishing uniform access to zone file data. Notwithstanding the foregoing, (a)

Registry Operator may reject the request for access of any user that Registry Operator reasonably believes will violate the terms of specification 2.1.4 below. Section 2.1.5 below, and (b) the ZFA Provider may reject the request for access of any user that does not pass all the credentialing requirements established pursuant to the Zone File Access Implementation Plan available at <LINK>.

2.1.2. **User Information.** Registry Operator ~~may~~, through the facilitation of the ZFA Provider, will request each user to provide it with information sufficient to identify the user and its designated server. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number email address and the Internet host machine name and IP address.

2.1.3. **Grant of Access.** Registry Operator will grant the User a nonexclusive, non-transferable, limited right to access Registry Operator’s Server, and to transfer a copy of the top-level domain zone files, and any associated cryptographic checksum files to its Server no more than once per 24 hour period using FTP ~~or~~, HTTP, or other data transport and access protocols that may be prescribed by ICANN.

2.1.4. File Format Standards. Registry Operator will provide as BIND-compatible zone master files using one of the formats defined in the Zone File Access Implementation Plan available at <LINK>.

~~2.1.4.2.1.5.~~ **Use of Data by User.** Registry Operator will permit user to use the zone file for lawful purposes; provided that, (a) user takes all reasonable steps to protect against unauthorized access to and use and disclosure of the data, and (b) under no circumstances will Registry Operator be required to allow user to use the data to, ~~(xi)~~ allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than user’s own existing customers, or ~~(vii)~~ enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar.

2.1.52.1.6. Term of Use. Registry Operator, through ZFA Provider, will provide each user with access to the zone file for a period of not less than three (3) months.

2.1.62.1.7. No Fee for Access. Registry Operator will provide, and ZFA Provider will facilitate, access to the zone file to user at no cost.

**[Note: This Section 2.1 has been modified following conclusion of the Zone File Access Advisory Group's work and its recommendation to ICANN that a service provider be established to enhance access to zone file information in new TLDs. The implementation of the recommendation is under development and subject to community input before inclusion in the final gTLD Registry Agreement.]**

## 2.2 ICANN Access.

2.2.1. **General Access.** Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time.

~~{2.2.2. **Central Zone File Depository.** In the event that ICANN or its designee establishes a central zone file depository, Registry Operator will provide all zone file data to ICANN or to a third party operator of such depository designated by ICANN upon request by ICANN. Should such central zone file depository be established, ICANN may waive, at ICANN's sole discretion, compliance with Section 2.1 of this Specification 4. [Note: This Section 2.2.2 is included for community discussion purposes as a result of prior community discussions regarding mitigation of malicious conduct. Under this provision, ICANN could take on the responsibility currently carried out by registry operators of vetting and monitoring access to zone file data by responsible parties for legitimate purposes.]~~

## SPECIFICATION 5

### SCHEDULE OF RESERVED NAMES AT THE SECOND LEVEL IN GTLD REGISTRIES

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

1. **Example. The label “EXAMPLE”** shall be reserved at the second level and at all other levels within the TLD at which Registry Operator makes registrations.
2. **Two-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 Registry Operator reaches agreement with the government and country-code manager. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.
3. **Tagged Domain Names.** Labels may only include hyphens in the third and fourth position if they represent valid internationalized domain names in their ASCII encoding (for example "xn--ndk061n").
4. **Second-Level Reservations for Registry Operations.** The following names are reserved for use in connection with the operation of the registry for the TLD. Registry Operator may use them, but upon conclusion of Registry Operator's designation as of the registry for the TLD they shall be transferred as specified by ICANN: NIC, WWW, IRIS and WHOIS.
5. **Country and Territory Names.** The country and territory names contained in the following internationally recognized lists shall be initially reserved at the second level and at all other levels within the TLD at which the Registry Operator provides for registrations:
  - 5.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time;
  - 5.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and
  - 5.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names.

# SPECIFICATION 6

## REGISTRY INTEROPERABILITY, CONTINUITY, AND PERFORMANCE SPECIFICATIONS

### 1. Standards Compliance

Registry Operator shall implement and comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to (i) the DNS and name server operations including without limitation RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 3901, 4343, and 4472; and (ii) provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 3735, 5910, 3915, 5730, 5731, 5732, 5733 and 5734. **If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735.**

Registry Operator shall ~~implement~~ **sign its TLD zone files implementing** Domain Name System Security Extensions (“DNSSEC”). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 ~~and 4340~~ and their successors, and follow the best practices described in RFC 4641 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the ~~practice and policy document (also known as the DNSSEC Policy Statement or~~ **DNSSEC Practice Statements** (DPS) describing **critical security controls and procedures for** key material storage, access and usage for its own keys and ~~the~~ **secure acceptance of** registrants’ ~~trust anchor~~ **public-key** material.

If the Registry Operator offers Internationalized Domain Names (“IDNs”), it shall comply with RFCs 3490, 3491, and 3492 and their successors and the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry’s name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow “DNS IPv6 Transport Operational Guidelines” as described in BCP 91. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g. Whois (RFC 3912), Web based Whois, ~~IRIS (RFC 3981 and related RFCs)~~. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six months after receiving the first request in writing from a TLD accredited Registrar willing to operate the SRS over IPv6.

### 2. Registry Services and Continuity

“Registry Services” are, for purposes of the Registry Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required

to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme) to ensure continued operation in the case of technical failure (widespread or local), business insolvency or an extraordinary occurrence or circumstance beyond the control of the Registry Operator.

Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within 24 hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of 48 hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

Registry Operator shall have a contingency plan including the designation of a registry services continuity provider, and must inform ICANN of the designated provider.

In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated registry services continuity provider.

Registry Operator shall conduct registry services continuity testing at least once per year.

For domain names which are either not registered ~~by a registrant~~, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in ~~RFC~~**RFCs 1034 and 4592** or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a “Name Error” response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

Registry Operator shall provide on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

### **3. Supported Initial and Renewal Registration Periods**

Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years.

Renewal registrations of registered names may be made in one (1) year increments for up to a maximum of ten (10) years.

4. **Performance Specifications**

	<b>Parameter</b>	<b>SLR (monthly basis)</b>
<b>DNS</b>	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 43432 min of downtime (≈ 99.999%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 9995% of the queries
	UDP DNS resolution RTT	≤ 400 ms, for at least 9995% of the queries
	DNS update time	≤ 15 min, for at least 9995% of the updates
<b>RDPS</b>	RDPS availability	≤ 43432 min of downtime (≈ 99.999%)
	RDPS query RTT	≤ 1500 ms, for at least 9995% of the queries
	RDPS update time	≤ 15 min, for at least 9995% of the updates
<b>EPP</b>	EPP service availability	≤ 43432 min of downtime (≈ 99.999%)
	EPP session-command RTT	≤ 3000 ms, for at least 9995% of the commands
	EPP query-command RTT	≤ 1500 ms, for at least 9995% of the commands
	EPP transform-command RTT	≤ 3000 ms, for at least 9995% of the commands

**SLR.** Service Level Requirement is the level of service expected for certain parameter being measured in a Server Level Agreement (SLA).

**RTT.** Round-Trip Time or **RTT** refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the time will be considered undefined.

**IP address.** Refers to IPv4 or IPv6 address without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is mentioned.

**DNS.** Refers to the Domain Name System as specified in RFCs 1034, 1035 and related RFCs.

**DNS service availability.** Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g. a TLD), to answer DNS queries from an Internet user. For the service to be considered available at some point in time, at least, two of the name servers registered in the DNS must have defined results from “**DNS tests**” to each of their public-DNS registered “**IP addresses**“ over both (UDP and TCP) transports. If 51% or more of the DNS testing probes see the service as unavailable over any of the transports (UDP or TCP) during a given time, the DNS service will be considered unavailable.

**DNS name server availability.** Refers to the ability of a public-DNS registered “**IP address**” of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered “**IP address**” of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined results from “**DNS tests**” to a name server “**IP address**” over any of the transports (UDP or TCP) during a given time, the name server “**IP address**” will be considered unavailable.

**UDP DNS resolution RTT.** Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**TCP DNS resolution RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**DNS resolution RTT.** Refers to either “**UDP DNS resolution RTT**” or “**TCP DNS resolution RTT**”.

**DNS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, up until all the name servers of the parent domain name answer “**DNS queries**” with data consistent with the change made. This only applies for changes to DNS information.

**DNS test.** Means one non-recursive DNS query sent to a particular “**IP address**” (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The query shall be about existing domain names. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. If the answer to a query has the TC bit set, the query will be considered unanswered. A query with a “**DNS resolution RTT**” 5-times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the “**DNS resolution RTT**” or, undefined/unanswered.

**Measuring DNS parameters.** Every minute, every DNS probe shall make an UDP and a TCP “**DNS test**” to each of the public-DNS registered “**IP addresses**” of the name servers of the domain named being monitored. If a “**DNS test**” gets unanswered, the tested IP will be considered as unavailable for the corresponding transport (UDP or TCP) from that probe until it is time to make a new test. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

**Placement of DNS probes.** Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

**RDPS.** Registration Data Publication Services refers to the collective of WHOIS and Web based WHOIS services as defined in “SPECIFICATION 4” of this Agreement.

**RDPS availability.** Refers to the ability of all the RDPS services for the TLD, to respond to queries from an Internet user with appropriate data from the Registry System. For the RDPS to be considered available at some point in time, one IPv4 and one IPv6 address for each of the RDPS services must have defined results from “**RDPS tests**”. If 51% or more of the RDPS testing probes see any of the RDPS services as unavailable during a given time, the RDPS will be considered unavailable.

**WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**Web-based-WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry

Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**RDPS query RTT.** Refers to the collective of “**WHOIS query RTT**” and “**Web-based-WHOIS query RTT**”.

**RDPS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, up until all the “**IP addresses**“ of all the servers of all the RDPS services reflect the changes made.

**RDPS test.** Means one query sent to a particular “**IP address**” for one of the servers of one of the RDPS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5-times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDPS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

**Measuring RDPS parameters.** Every minute, every RDPS probe shall randomly select one IPv4 and one IPv6 addresses from all the public-DNS registered “**IP addresses**“ of the servers for each RDPS service of the TLD being monitored and make an “**RDPS test**” to each one. If an “**RDPS test**” gets unanswered, the corresponding RDPS service over IPv4 or IPv6, as the case may be, will be considered as unavailable from that probe until it is time to make a new test. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

**Placement of RDPS probes.** Probes for measuring RDPS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

**EPP.** Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

**EPP service availability.** Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with “**EPP command RTT**” 5-times higher than the corresponding SLR will be considered as unanswered. For the EPP service to be considered available at during a measurement period, at least, one IPv4 and one IPv6 (if EPP is offered over IPv6) address of the set of EPP servers must have defined results from “**EPP tests**”. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

**EPP session-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**EPP query-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start nor close of neither the EPP nor the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.



**EPP transform-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start nor close of neither the EPP nor the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

**EPP command RTT.** Refers to “**EPP session-command RTT**”, “**EPP query-command RTT**” or “**EPP transform-command RTT**”.

**EPP test.** Means one EPP command sent to a particular “**IP address**” for one of the EPP servers. Query and transform commands, with the exception of “create”, shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the “**EPP command RTT**” or undefined/unanswered.

**Measuring EPP parameters.** Every 5 minutes, every EPP probe shall randomly select one IPv4 and one IPv6 addresses from all the “**IP addresses**” of the EPP servers of the TLD being monitored and make an “**EPP tests**” to each one (IPv6 will be tested only if that transport is offered); every time it should randomly alternate between the 3 different types of commands and between the commands inside each type for testing. If an “**EPP test**” gets unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

**Placement of EPP probes.** Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

**Listing of probes.** The current list of probes for DNS, RDPS and EPP can be consulted in <reference>. Registry Operator is responsible to take the necessary steps to ensure that the listed probes do not get their tests blocked by its network equipment. The list can be updated from time to time by ICANN provided it gives, at least, a 60-day notice to the Registry Operator before making the change. During that period the Registry Operator will have access to the readings for new probes, if any, without considering those measurements for SLA purposes.

**Maintenance windows.** Registry Operators is encouraged to do its maintenance windows for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar; any downtime, be it for maintenance or due to system failures will be noted simply as downtime and counted for SLA purposes.

## 5. Emergency Thresholds

<u>Critical Function</u>	<u>Emergency Thresholds</u>	
<u>DNS (all servers)</u>	<u>4-hour continuous downtime</u>	<u>4-hour downtime / week</u>
<u>DNSSEC</u>	<u>4-hour continuous downtime</u>	<u>4-hour downtime / week</u>
<u>SRS (EPP)</u>	<u>5-day continuous downtime</u>	<u>5-day downtime / month</u>
<u>WHOIS/Web-based WHOIS</u>	<u>7-day continuous downtime</u>	<u>7-day downtime / month</u>
<u>Data Escrow</u>	<u>Breach of the Registry Agreement caused by missing escrow deposits</u>	

## SPECIFICATION 7

### MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. ~~Development of Rights Protection Mechanisms.~~ Registry Operator shall implement and adhere to any rights protection mechanisms (“RPMs”) that may be mandated from time to time by ICANN. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party’s legal rights. Registry Operator will include all ICANN mandated and independently developed RPMs in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD.

2. Dispute Resolution Mechanisms. Registry Operator will adopt and implement dispute resolution mechanisms under which third parties may challenge registration of domain names by other parties. Such dispute resolution mechanisms shall include participation in, and adherence to shall implement at least one of the following RPMs in accordance with requirements established by ICANN for the Trademark Clearinghouse (which may be revised from time to time):

- a. A pre-launch claims service provided in association with the Trademark Clearinghouse established by ICANN with respect to registrations in the TLD pursuant to which notices concerning the registration of domain names will be sent to both: (a) potential registrants of domain names that identically match trademarks contained within the Trademark Clearinghouse; and (b) owners of trademarks contained within the Trademark Clearinghouse; or
- b. A sunrise registration procedure pursuant to which, during an exclusive period of time prior to the general registration of domain names in the TLD, the owners of trademarks and service marks that have registered with the Trademark Clearinghouse shall have an opportunity to register domain names in the TLD.

Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse.

2. Dispute Resolution Mechanisms. Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

~~2. the ICANN-Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) approved and implemented~~ and the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN (posted at [~~url~~ URLs to be inserted when final procedure is adopted]), as revised from time to time, including implementation of any determinations or decisions by any Post-Delegation Dispute Resolution Provider.

i. Registry Operator agrees to reimburse the PDDRP complainant for any fees that the complainant had to pay to the provider in cases where the panel deems the complainant to be the prevailing party.

ii. Also, Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for

**the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PDDRP or RRDRP panel.**

- b. the Uniform Rapid Suspension system (“URS”) adopted by ICANN, (posted at [url to be inserted]), including the implementation of determinations issued by URS examiners.**

## SPECIFICATION 8

### CONTINUED OPERATIONS INSTRUMENT

1. The Continued Operations Instrument shall (a) provide for sufficient financial resources to ensure the continued operation of the basic registry functions related to the TLD set forth in Section [\_\_\_] of the Applicant Guidebook posted at [url to be inserted upon finalization of Applicant Guidebook] (which is hereby incorporated by reference into this Specification 8) for a period of three (3) years following any termination of this Agreement on or prior to the fifth **anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date**, and (b) shall be in the form of either (i) an irrevocable standby letter of credit, or (ii) an irrevocable cash escrow deposit, each meeting the requirements set forth in Section [\_\_\_] of the Applicant Guidebook posted at [url to be inserted upon finalization of Applicant Guidebook] (which is hereby incorporated by reference into this Specification 8). Registry Operator shall use its best efforts to take all actions necessary or advisable to maintain in effect the Continued Operations Instrument for a period of ~~five~~**six (56)** years from the Effective Date, and to maintain ICANN as a third party beneficiary thereof. Registry Operator shall provide to ICANN copies of all final documents relating to the Continued Operations Instrument and shall keep ICANN reasonably informed of material developments relating to the Continued Operations Instrument. Registry Operator shall not agree to, or permit, any amendment of, or waiver under, the Continued Operations Instrument or other documentation relating thereto without the prior written consent of ICANN (such consent not to be unreasonably withheld). **The Continued Operations Instrument shall expressly state that ICANN may access the financial resources of the Continued Operations Instrument pursuant to Section 2.13 or Section 4.5 [insert for government entity: or Section 7.12] of the Registry Agreement.**
2. If, notwithstanding the use of best efforts by Registry Operator to satisfy its obligations under the preceding paragraph, the Continued Operations Instrument expires or is terminated by another party thereto, in whole or in part, for any reason, prior to the ~~fifth~~**sixth** anniversary of the Effective Date, Registry Operator shall promptly (i) notify ICANN of such expiration or termination and the reasons therefor and (ii) arrange for an alternative instrument that provides for sufficient financial resources to ensure the continued operation of the Registry Services related to the TLD for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date **or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date (an "Alternative Instrument")**. Any such ~~replacement instrument~~**Alternative Instrument** shall be on terms no less favorable to ICANN than the Continued Operations Instrument and shall otherwise be in form and substance reasonably acceptable to ICANN.
3. Notwithstanding anything to the contrary contained in this Specification 8, at any time, Registry Operator may replace the Continued Operations Instrument with an alternative instrument that (i) provides for sufficient financial resources to ensure the continued operation of the Registry Services related to the TLD for a period of three (3) years following any termination of this Agreement on or prior to the fifth **anniversary of the Effective Date or for a period one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date**, and (ii) contains terms no less favorable to ICANN than the Continued Operations Instrument and is otherwise in form and substance reasonably acceptable to ICANN. In the event Registry Operation

replaces the Continued Operations Instrument either pursuant to paragraph 2 or this paragraph 3, the terms of this Specification 8 shall no longer apply with respect to the Continuing Operations Instrument, but shall thereafter apply with respect to such replacement instrument(s).