SPONSORED TLD REGISTRY AGREEMENT

This SPONSORED TLD REGISTRY AGREEMENT (this "Agreement") is entered into as of 30 March 2011 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and ICM Registry LLC, a Delaware limited liability company ("Registry Operator").

ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be the date on which the TLD (as defined below) is delegated within the Authoritative Root-Server System (as defined below) to nameservers designated by Registry Operator. ICANN shall promptly notify Registry Operator in writing of such delegation.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .xxx (the "TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN hereby designates Registry Operator as the sole registry operator for the sponsored TLD. ICANN hereby delegates to Registry Operator the authority to develop policies for the sponsored TLD consistent with the requirements of Section 3.1(g) of this Agreement and Appendix S.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry Operator's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

(b) Statements made During Application Process. The factual statements contained in Registry Operator's application for the TLD, or made by Registry Operator in negotiating this Agreement, were true and correct in all material respects at the time the application was submitted to ICANN and are true and correct in all material respects as of the date of this Agreement as set forth above.

Section 2.2 ICANN's Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN

(b) Reasonable Best Efforts. As of the date of execution of this Agreement first set forth above, notwithstanding the fact that ICANN currently does not exercise exclusive authority over the constellation of DNS root-nameservers specified, from time to time, in the file <ftp://ftp.internic.net/domain/named.root>, as further described in ICP 3 (the "Authoritative Root-Server System"), ICANN agrees to work in good faith, using reasonable best efforts, to ensure that the TLD shall be delegated to Registry Operator.

ARTICLE III COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed Temporary Specification or Policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Specification or Policy under this provision, the ICANN Board of Directors shall state the period of time for which the Temporary Specification or Policy is temporarily adopted and shall immediately implement the policy development process set forth in ICANN's Bylaws with respect to Consensus Policies as described in Section 3.1(b) below. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Specification or Policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the Temporary Specification or Policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such Temporary Specification or Policy in effect

until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one-year period, the Temporary Specification or Policy does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such Temporary Specification or Policy.

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies as the same may be applicable to sponsored TLDs, 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 and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the policy development procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified 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 shall be treated in the same manner and have the same effect as "Consensus Policies."

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders. Consensus Policies shall relate to one or more of the following: (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"); (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

(A) Principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);

(B) Prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) 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);

(D) Maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) 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; and

(F) Resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(v) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Polices or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data (as defined below) compiled by Registry Operator. "Registry Data", as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date,

status information, and DNSSEC delegation signing ("DS") data (when Registry Operator implements DNSSEC); (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; and (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name. The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

(ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a

reasonable basis in the manner specified by ICANN from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records for the preceding 48 months relating to data contained in monthly reports from time to time upon no less than 10 days advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless the results of such audit shall demonstrate a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit. For purposes of this section, a "material discrepancy or discrepancies" shall be a discrepancy or discrepancies that, in the singular or the aggregate, result in an understatement in excess of 5% of the fees owed to ICANN by Registry Operator under Section 7.2.

(v) Whois Service. Registry Operator shall provide such whois data as set forth in Appendix 5

(d) Registry Operations.

(i) Registration Restrictions.

(A) Registry Operator shall establish policies, in conformity with the charter included in Appendix S hereto (the "Charter"), for the naming conventions within the sponsored TLD and for requirements of registration, consistent with Section 3.1(g).

(B) Registry Operator shall establish procedures for the enforcement of applicable Charter restrictions on registration within the TLD as described in Appendix S, which Appendix shall also include the description of the sponsored community and the delegated authority with respect thereto.

(C) Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at

http://data.iana.org/TLD/tlds-alpha-by-domain.txt for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation, minimum requirements for: DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon no less than 10 days advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following: (a) those services listed on the product list contained in the Start-Up Plan set forth in Appendix S Part 4 hereto as of the date hereof; (b) 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 zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (c) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (d) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (e) material changes to any Registry Service within the scope of (a), (b),(c) or (d) above.

(iv) Process for Consideration of Proposed Registry Services. Registry Operator must notify ICANN prior to implementing any new Registry Service, or making any material modification to a Registry Service, in conformance with that procedure detailed at http://www.icann.org/registries/rsep/rsep.html (as such procedure maybe amended from time to time, the "RSEP"). Following such written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding clause (iii), ICANN will follow the procedure detailed in the RSEP.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Cooperation. Registry Operator shall cooperate with ICANN in efforts to promote and facilitate the Security and Stability of the Internet and the DNS. To this end, Registry Operator shall provide such data and assistance related to these issues to ICANN as ICANN may reasonably request from time to time.

(g) General Obligations of Registry Operator to Sponsored Community. During the Term of this Agreement, Registry Operator shall, in developing or enforcing standards, policies, procedures, or practices with respect to the TLD:

(i) Publish such standards, policies, procedures, and practices so they are available to members of the sponsored TLD community;

(ii) Conduct its policy-development activities in a manner that reasonably provides opportunities for interested members of the sponsored TLD community to discuss and participate in the development of such standards, policies, procedures, or practices;

(iii) Maintain the representativeness of its policy-development and implementation process by establishing procedures that provide an opportunity for participation by a broad cross-section of the sponsored TLD community; and

(iv) Ensure, through published procedures, adequate opportunities for members of the sponsored TLD community to submit their views on and objections to the establishment or revision of standards, policies, procedures, and practices or the manner in which standards, policies, procedures, and practices are enforced.

(h) Certification. Every six months during the first year of the Term of this Agreement and annually thereafter, Registry Operator shall deliver to ICANN a certification executed by the chief executive officer of Registry Operator certifying as to Registry Operator's compliance in all material respects with the terms of this Agreement (including the Appendices hereto). Such certification shall be accompanied by a non-confidential summary of the nature and quantity of complaints received and processed by Registry Operator in the previous reporting period in form and substance reasonably acceptable to ICANN, based on the most recent audit conducted by the International Foundation for Online Responsibility ("IFFOR") Ombudsman pursuant to Registry Operator's Compliance Reporting System in effect on the date hereof. In connection with such audit, Registry Operator shall ensure that the IFFOR Ombudsman conducts such audits quarterly for the first year and thereafter annually during the Term of this Agreement and delivers its findings or results of such audit in writing to Registry Operator. Registry Operator shall not amend its Compliance Reporting

System to provide for less frequent IFFOR Ombudsman audits without ICANN's written consent.

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values as set forth in its Bylaws, ICANN shall operate in an open and transparent manner.

(b) 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.

(c) TLD Zone Servers. Following the Effective Date, in the event and to the extent that ICANN is authorized to set policy with regard to the Authoritative Root-Server System, it will use commercially reasonable efforts to ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet reasonable technical requirements, specified from time to time by ICANN. ICANN will use reasonable best efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) 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 reasonably specified from time to time by ICANN.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall expire ten years from the Effective Date (as such term may be extended pursuant to Section 4.2, the "Expiration Date"). Registry Operator agrees that upon the earlier of (i) termination of this Agreement by ICANN in accordance with Article VI below or (ii) the Expiration Date, it will cease to be the Registry Operator for the TLD, unless, with respect to termination under the foregoing clause (ii), Registry Operator and ICANN agree on terms for renewal of the Agreement as set forth in Section 4.2 below prior to the Expiration Date.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each renewal term, unless: (i) an arbitrator or court

has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d), (e) or (h); Section 5.2 or Section 7.2 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court, provided, however, that Registry Operator agrees that any renewal of this Agreement is conditioned on its negotiation of renewal terms reasonably acceptable to ICANN, taking into account the terms of existing registry agreements with respect to similarly situated TLDs.

Section 4.3 Changes. While this Agreement is in effect, the parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including, without limitation, to Section 7.2 regarding fees and payments to ICANN.

Section 4.4 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d), (e) or (h); Section 5.2 or Section 7.2, and arbitrators in accordance with Section 5.1(b) of this Agreement have found Registry Operator to have been repeatedly in fundamental and material breach of this Agreement, then ICANN may request the arbitrators award such punitive, exemplary, or other damages as they may believe appropriate under the circumstances.

Notwithstanding the foregoing, ICANN is not precluded from seeking any other remedy available to it under this Agreement including seeking any available remedy from an arbitrator.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V; provided, however, that before either party may initiate mediation and/or arbitration as provided in Sections 5.1(b) and 5.1(d) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person (the "In-Person Meeting") within 7 calendar days of the initial telephone

conference or meeting, at a location reasonably designated by ICANN, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Mediation. In the event the parties do not resolve any dispute through cooperative engagement within 5 business days of the In-Person Meeting, either party may elect to submit the matter to mediation within 3 business days of the expiration of such 5 business day period by providing written notice to the other party. If either party provides such written notice to the other demanding mediation (a "Mediation Notice"), then each party shall use commercially reasonable efforts to commence such mediation within 5 business days of receipt of such notice. Each party shall ensure that an executive officer of such party with full authority to act on such party's behalf to resolve the dispute shall attend and participate in such mediation. The mediation shall be (i) conducted in the English language and shall occur in Los Angeles County, California, USA, pursuant to rules and procedures determined by the parties in good faith, (ii) conducted with a single mediator mutually acceptable to the parties and (iii) limited to 1 calendar day in duration. The time schedule and process set forth in this Section 5.1(b) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(c) Sanctions. If after submitting a dispute to mediation pursuant to Section 5.1(b) the parties are unable to agree to a resolution of such dispute or such mediation has not occurred for any reason not solely within ICANN's control within 30 calendar days of delivery of a Mediation Notice, ICANN may impose reasonable operational and/or monetary sanctions on Registry Operator. If Registry Operator objects to any such sanctions, Registry Operator may submit the matter to arbitration pursuant to Section 5.1(d) and such sanctions shall not take effect until the final resolution of such arbitration.

(d) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(d) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions and, if elected by either party, mediation as set forth in Sections 5.1(a) and 5.1(b) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the ICC shall choose the third. The prevailing party in the arbitration shall have the right to recover its

costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 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 arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to an amount equal to the fees set forth in Section 7.2 below for the preceding 12 months or, in the case of Section 4.4, the monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, 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 pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination.

(a) Termination by ICANN. ICANN may terminate this Agreement if Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.2 despite notice and a reasonable opportunity to cure in accordance with Section 6.3.

(b) Termination by Registry Operator. Registry Operator may terminate this

Agreement and its designation as Registry Operator for the TLD pursuant to 120 days prior notice in writing to ICANN, and subject to compliance with Section 6.4 hereof.

Section 6.2 Bankruptcy. 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 and not dismissed within 60 days, (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 and not dismissed within 60 days, or (vi) Registry Operator liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.

Section 6.3 Notice; Opportunity to Cure. This Agreement may be terminated in the circumstances described in Section 6.1(a) above only following written notice to Registry Operator and Registry Operator's failure to cure within 30 days after the conclusion of cooperative engagement pursuant to Section 5.1(a) above and, if elected by either party, mediation pursuant to Section 5.1(b) above or such other reasonably prescribed time period following receipt of notice hereunder, with Registry Operator being given a reasonable opportunity during that time to initiate arbitration under Section 5.1(b) to determine the appropriateness of termination under this Agreement. In the event Registry Operator initiates arbitration concerning the appropriateness of termination by ICANN, Registry Operator may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay.

Section 6.4 Transition of Registry upon Termination of Agreement. Upon any expiration of this agreement as provided in Section 4.2 or termination of this Agreement as provided in Sections 6.1 or 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.4. Registry Operator agrees to provide ICANN or any successor registry authority that may be designated for the TLD with any Registry Data or other data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested by ICANN or such successor registry authority in addition to the Registry Data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.5 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN, provided, however, that such release shall not effect a transfer of any intellectual property rights of Registry Operator other than (a) the Registry Data itself and (b) any intellectual property

rights reasonably necessary for the transition and operation of the TLD pursuant to Section 6.4.

Section 6.6 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to ICANN accredited registrars. The criteria for the selection of registrars shall be as set forth in Appendix S. Following execution of the Registry-Registrar Agreement between Registry Operator and the ICANN-accredited registrar, and subject to such registrar's compliance with the Registry-Registrar Agreement, Registry Operator shall provide operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access to such registrars shall include without limitation the following:

(i) All registrars (including any registrar affiliated with Registry Operator) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;

(iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;

(iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;

(v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;

(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and

(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator does not own, control, or possess an ownership interest in any ICANN accredited registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar, without ICANN's prior approval in writing, which approval shall not be unreasonably withheld.

Section 7.2 Fees to be Paid to ICANN.

(a) Payment Schedule. Registry shall pay the Registry-Level Fees specified in Sections 7.2(b), (c), and (d) below, and Section 7.2(e), if applicable, 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. The first quarterly payment of the Minimum Registry-Level Fee shall be pro-rated from the Limited Launch Date until the end of the calendar quarter in which the Limited Launch occurs. The Fixed Registry-Level Fee shall commence as specified in paragraph (b) below.

(b) Fixed Registry-Level Fee. Commencing on the Effective Date, Registry Operator shall pay ICANN a quarterly Fixed Registry-Level Fee in an amount equal to US $2,500 for each calendar quarter. Such fee is subject to increase on October 1 of each year thereafter, in an amount established by ICANN's Board of Directors, but not to exceed a sum equal to 115% of the prior year's fee. Following the date of Limited Launch specified in paragraph (d) below, the Minimum Registry-Level Fees shall apply in lieu of the Fixed Registry-Level Fee.

(c) Registry-Level Transaction Fee. Commencing as of the Effective Date, Registry Operator shall pay ICANN a Registry-Level Transaction Fee in an amount equal to US$2.00 for each annual increment of an initial or renewal

(including renewals associated with transfers from one ICANN-accredited registrar to another) domain name registration during the calendar quarter to which the Registry-Level Transaction Fee pertains. For purposes of this Section 7.2(c), a "domain name registration" shall include a domain name within the registry for the TLD, whether consisting of two or more (e.g., john.doe.name) levels, about which Registry Operator or an affiliate thereof maintains Registry Data on behalf of Registry Operator.

(d) Minimum Registry-Level Fees. The total Registry-Level Transaction Fees owed by Registry Operator under paragraph (c) above shall in no case be less than US $90,000 per rolling twelve month period, commencing as of the date on which Registry Operator actually first begins accepting registrations from ICANN Accredited Registrars (the "Limited Launch").

(e) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of reasonable notice in writing from ICANN of not less than 45 days, Registry Operator shall pay ICANN a Variable Registry-Level Fee. The fee will be calculated by ICANN, paid to ICANN by Registry Operator in accordance with the Payment Schedule in Section 7.2(a), and Registry Operator will invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(i) 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 fiscal year but shall not exceed eighty percent (80%) of the registrar level transaction fee as established pursuant to the approved 2004-2005 ICANN Budget.

(ii) 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 fiscal year, but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

(f) Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article VII, 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 7.2(b), (c), (d) and (e) may be adjusted, at ICANN's discretion, by a percentage equal to the percentage 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 adjustment. Any fee adjustment under this Section 7.2(f) shall be effective as of the first day of the year in which the above calculation is made.

(g) Interest on Late Payments. For any payments ten days or more overdue, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Indemnification of ICANN. Registry Operator shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) the selection of Registry Operator to operate the registry for the TLD; (b) ICANN's reliance, in connection with its decision to delegate the TLD to Registry Operator or to enter into this Agreement, on information provided by Registry Operator in its application; (c) Registry Operator's establishment or operation of the registry for the TLD; (d) Registry Operator's provision of Registry Services; (e) collection or handling of Personal Data by Registry Operator; (f) any dispute concerning registration of a domain name within the domain of the TLD for the registry; and (g) duties and obligations of Registry Operator in operating the registry for the TLD; provided that, Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. 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.

Section 8.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 8.1 above, notice thereof shall be given by ICANN 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 the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that (a) in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct, and (b) in the event of an indemnified claim brought in connection with an Independent Review Panel (as such term is defined in the ICANN Bylaws), ICANN shall be entitled to control the defense of such claim using its attorneys at the reasonable cost and expense of Registry Operator. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of any Registry Operator controlled claim and any appeal arising therefrom; provided, however, that the indemnified party 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 indemnified shall 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, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator. In the event ICANN elects to retain control over the defense of an indemnified claim as permitted in this Section 8.2, ICANN hereby agrees that it will keep Registry Operator, through its designated legal representative, reasonably apprised of the status and progress of its defense, and further agrees that it will not settle such claim in a manner that requires Registry Operator to pay monetary damages without the consent of Registry Operator (not to be unreasonably withheld). ICANN further acknowledges and agrees that it will work with Registry Operator in good faith to minimize Registry Operator's liability for indemnification of any indemnifiable claims brought in connection with an Independent Review Panel.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use the ICANN logo to signify that Registry Operator is an ICANN-designated registry authority. The licensed logo is specified by ICANN on its website at www.icann.org, and ICANN may change the logo specifications following reasonable advance notice in writing to Registry Operator of any such change. This license may not be assigned or sublicensed by Registry Operator.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, (i) ICANN may assign this Agreement in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) Registry Operator may assign this Agreement in conjunction with a reorganization or re-incorporation into a legal entity organized for the same or substantially the same purposes, provided that such reorganization or re-incorporation does not constitute or result in a Change in Control Transaction (as defined in Part 7 of Appendix S to this Agreement). Registry Operator must provide notice to ICANN of any 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. Any subcontracting that results in the outsourced provision of relevant technical operations shall provide that the

subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement 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 shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall 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.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall 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. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall 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. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall 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:

ICM Registry LLC
PO Box 30129
Palm Beach Gardens, Florida 33420
Attention: Stuart Lawley, CEO
Telephone: As specified from time to time
Facsimile: As specified from time to time
Email: stuart@icmregistry.com

With a Required Copy to:

J. Beckwith Burr
Wilmer Cutler Pickering Hale and Dorr LLP
1875 Pennsylvania Avenue NW
Washington, DC 20016

Telephone: 1/202/663-6000
Facsimiles: 1/202/663-6363
Email: beckwith.burr@wilmerhale.com

Section 8.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable term.

Section 8.10 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.12 Entire Agreement. This Agreement (including its Appendices, 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. In the

event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

[signature page follows]

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: _____
John Jeffrey
General Counsel & Secretary

Date: 31 March 2011

ICM REGISTRY LLC

By: _____
Stuart Lawley, President & CEO

Date: 30 March 2011

Appendix 1
Data Escrow Specification

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

Exhibit A-Schedule for Escrow Deposits

Exhibit B-Escrow Deposit Format Specification

Exhibit C-Escrow Transfer Process

Exhibit D-Escrow Verification Procedures

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

Exhibit A
SCHEDULE FOR ESCROW DEPOSITS

Full Deposit Schedule

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

Full Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the same Sunday.

Incremental Deposit Schedule

Incremental Deposits shall reflect database transactions made since the most recent Full or Incremental Deposit. Incremental Deposits for Mondays shall include transactions completed through 0000 UTC on that day that had not been committed to the registry database at the time the last Full Deposit was taken. Incremental Deposits on Tuesday through Saturday shall include transactions completed through 0000 UTC

on the day of the deposit that were not reflected in the immediately prior Incremental Deposit.

Incremental Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the day to which the Incremental Deposit relates.

Exhibit B
ESCROW DEPOSIT FORMAT SPECIFICATION

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

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

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

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

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

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

Incremental Deposit Contents. The report involved in an Incremental Deposit is:

Transaction Report–This reports on the contents of all transaction records included in the Incremental Deposit.

Format of Reports. All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 7 below. Item 2 describes the report container that is common to all reports. Items 3 to 7 describe the structure of the contents of the report container for each of the specific reports.

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

Character	Escape Sequence

"	"
&	&
'	'
<	<
>	&gt

2. The Report Container. At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD ("xxx"), the report type (domain, host, contact, registrar, or transaction), and database-committed date and time as to which the escrow relates. All date fields will hold date and time information in UTC formatted according to RFC 3339 (see Section 5.6), e.g. "2010-07-29T18:04:32Z". The general format of the report container is as follows:

<?xml version="1.0" encoding="UTF-8"?>
<!DOCTYPE escrow SYSTEM "xxxEscrow.dtd" >
<escrow version="1.0" tld="xxx" report="domain" date="2010-08-09T00:00:00Z">

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}

</escrow>

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

a. status: Must appear one or more times. Each element will contain a status value for the domain object as described in RFC 5731, Section 2.3.

b. id: Unique identifier of the domain name in the registry.

c. owned-by: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA: http://www.iana.org/assignments/registrar-ids

d. ens-authid: ENS authorization code.

e. maintainer-url: URL of site of maintainer of domain name.

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

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

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

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

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

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

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

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

p. host: May appear one or more times. Each element will hold the host name of a name server for the domain to which the domain object relates.

q. contact: Multiple contact elements that reference the contact records for this domain. Contact has the property "type" to denote the type of contact. "Type" can be any of the values specified in RFC 5731 for the attribute “type” of the “contact” element plus the value “registrant”.

r. ds: DS records that represent the secure entry point keys registered for the domain to which the domain object relates. There can be more than one. Records will be in standard DS Presentation Format as shown in the example below. The <ds> element will have the following sub-elements:

i. keytag: lists the key tag of the DNSKEY RR referred to by the DS record.
ii. algorithm: lists the algorithm number of the DNSKEY RR referred to by the DS record.
iii. digestType: identifies the algorithm used to construct digest of the DNSKEY RR referred to by the DS record.
iv. digest: holds the digest of the DNSKEY RR referred to by the DS record.

An example domain container appears below:

```
<domain fqdn="example.xxx">
  <status>ok</status>
  <id>AAA-0001</id>
  <owned-by>042</owned-by>
  <ens-authid>XXX-1221</ens-authid>
  <maintainer-url>http://example.xxx</maintainer-url>
  <created-on>2001-07-01T12:34:56Z</created-on>
  <created-by>042</created-by>
  <renewed-on></renewed-on>
  <expires-on>2013-07-01T00:00:00Z</expires-on>
```

```
  <updated-by>42</updated-by>
  <updated-on>2007-04-07T12:34:56Z</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <host>dns1.example.xxx</host>
  <host>dns2.example.xxx</host>
  <contact type="registrant">PER-0001</contact>
  <contact type="admin">PER-0002</contact>
  <contact type="tech">PER-0003</contact>
  <contact type="billing">PER-0004</contact>
  <ds>
   <keytag>65536</ keytag >
   <algorithm>7</ algorithm >
   <digestType>1</ digestType >
   <digest>123456789B65C8B60AD18B3640062E8C23ABCDEF</ digest >
  </ds>
</domain>
```

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

a. id: Unique identifier of the host in the registry.

b. owned-by: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

c. status: Must appear one or more times. Each element will contain a status value for the host object as described in RFC 5732, Section 2.3.

d. created-on: The date/time the host object was originally created.

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

f. updated-on: The date/time the host object was last updated.

g. transferred-by: An identification of the registrar that last transferred the host object. A number uniquely assigned by the IANA designates the sponsoring registrar.

h. transferred-on: The date/time when the host object was last transferred.

i. ip-address: Any number of IP addresses associated with this host. Each element will have the attribute “v” which can have the values “4” or “6” depending if the IP address is IPv4 or IPv6.

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

An example host container appears below:

```
<host fqdn="dns1.example.xxx">
  <id>HST-0001</id>
  <owned-by>042</owned-by>
  <status>ok</status>
  <status>linked</status>
  <created-on>2001-07-01T12:40:32Z</created-on>
  <updated-by>042</updated-by>
  <updated-on>2001-07-01T12:40:32Z</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <ip-address v="4">192.168.1.1</ip-address>
  <ip-address v="4">192.168.122.1</ip-address>
  <created-by>044</created-by>
</host>
```

5. The Contact Element. The contact element has the attribute "id" that will hold the unique identified of the contact object inside the registry. The contact element will have the following child elements:

a. name: The name of the contact.

b. organization: The organization for the contact.

c. street1: The first part of the street address of the contact.

d. street2: The second part of the street address of the contact.

e. street3: The third part of the street address of the contact.

f. city: The name of the city of the contact.

g. state-province: The name of the state/province of the contact.

h. postal-code: The postal/zip code of the contact.

i. country: The two letter ISO 3166 code for the contact's country.

j. voice: The voice phone number of the contact in E164a format.

k. fax: The fax number of the contact in E164a format.

l. email: The e-mail address of the contact.

m. owned-by: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

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

p. created-on: The date/time the contact object was originally created.

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

r. updated-on: The date/time the contact object was last updated.

s. transferred-by: An identification of the registrar that last transferred the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

t. transferred-on: The date/time when the contact object was last transferred.

v. status: Must appear one or more times. Each element will contain a status value for the contact object as described in RFC 5733, Section 2.2.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <street1>1234 East 11th Street</street1>
  <street2></street2>
  <street3></street3>
  <city>New York</city>
  <state-province>NY</state-province>
  <postal-code>12345</postal-code>
  <country>US</country>
  <voice>+212.1234567</voice>
  <fax>+212.1234568</fax>
  <email>jdoe@example.xxx</email>
  <owned-by>42</owned-by>
  <created-by>042</created-by>
  <created-on>2005-12-09T12:42:22Z</created-on>
  <updated-by>042</updated-by>
  <updated-on>2006-08-23T12:42:22Z</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <status>ok</status>
```

```
  <status>linked</status>
</contact>
```

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

b. name: The name of the registrar.

c. status: The registrar status code, which can be any of: operational, rampUp, preRampUp.

d. contact: Any number of contact associated with this registrar. Contact has the property "type" to denote the type of contact. "Type" can be one of: admin, tech or billing

An example registrar container appears below:

```
<registrar id="042">
  <name>Registrar R Us</name>
  <status>operational</status>
  <contact type="admin">PER-0010</contact>
  <contact type="admin">PER-0011</contact>
  <contact type="tech">PER-0012</contact>
  <contact type="tech">PER-0013</contact>
  <contact type="billing">PER-0014</contact>
</registrar>
```

7. The Transaction Element. The transaction element has the attribute "operation" that can be any of: add, modify or delete. The transaction element is a container for any of: domain, host, contact or registrar.

An example transaction container appears below:

```
<transaction operation="modify">
 <registrar id="042">
  <name>Registrar R Us</name>
  <status>operational</status>
  <contact type="admin">10</contact>
  <contact type="admin">11</contact>
  <contact type="tech">12</contact>
  <contact type="tech">13</contact>
  <contact type="billing">14</contact>
 </registrar>
</transaction>
```

Exhibit C
ESCROW TRANSFER PROCESS

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

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").

2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "xxx-YYYY-MM-DD-SEQN," where YYYY-MM-DD is replaced by the date corresponding to the date of the deposit, "SEQN" is a four digit decimal number that is incremented as each report is prepared.

3. Next, the Deposit file will be processed by a program (provided by Registry Operator) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.

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

5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, using any program that implements OpenPGP standard (RFC 4880), with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

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

Exhibit D
ESCROW VERIFICATION PROCEDURES

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

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.

2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).

3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by the Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

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

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

Appendix 2

Escrow Agreement

This Registry Data Escrow Agreement ("Agreement") is made as of this [enter date] (the "Beginning Date"), by and between ICM Registry ("Registry Operator"), **[name of Escrow Agent]** ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated [insert date of Sponsored TLD Registry Agreement] by and between Registry Operator and ICANN ("Sponsored TLD Registry Agreement").

Recitals

A. Registry Operator and ICANN have entered into the Sponsored TLD Registry Agreement, which requires Registry Operator, during the term of the Sponsored TLD Registry Agreement, to ensure the submission of certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Sponsored TLD Registry Agreement, Registry Operator shall ensure the periodic delivery to Escrow Agent of an electronic copy of all Registry Data, as detailed in Subsection 3.1(c) of the Sponsored TLD Registry Agreement (each such delivery referred to as a "Deposit").

C. Registry Operator and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

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

Agreement

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

2. **Schedule for Deposits.** Registry Operator must instruct the creation and delivery to Escrow Agent of a Full Deposit once each week, according to the schedule specified in Exhibit A of Appendix 1 to the Sponsored TLD Registry Agreement. Registry Operator

must instruct the creation and delivery to Escrow Agent of an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1.

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

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

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

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

7. **Retention and Confidentiality.**

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

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

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

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

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

9.1 One of the following notices:

9.1.1 A written notice by ICANN that the Sponsored TLD Registry Agreement has: (i) expired without renewal, pursuant to Subsection 4.1 of the Sponsored TLD Registry Agreement, or (ii) been terminated in accordance with Article VI of the Sponsored TLD Registry Agreement; or

9.1.2 A written notice by Registry Operator that the Registry Agreement has expired without renewal or been terminated; or

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

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

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

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

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

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

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

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

9.1.6.2 Registry Operator gave notice to Registry Operator's agent of that receipt; and

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

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

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

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

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

9.4 A written undertaking by the party(ies) receiving the Deposits (ICANN or a replacement escrow agent) that the Deposits will be used only as permitted under the terms of the Sponsored TLD Registry Agreement and undertakings made in writing to registrants at registration including with respect to the collection and use of personal information about the registrant for marketing purposes. Upon release of any Deposits to ICANN, Registry Operator or a replacement escrow agent, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from Registry Operator and/or ICANN under Sections 9.1.1 to 9.1.8, as applicable.

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

11. **Procedure After Release.**

11.1 **Right to Use Deposits.** Upon release of any Deposits to Registry Operator pursuant to Section 9, Registry Operator (or its assignee in accordance with the TLD Sponsorship Agreement), and subject to Section 9.4 above, shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide registry services. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Sponsored TLD Registry Agreement) shall immediately have the right, subject to Section 9.4 above, to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Agreement, including as necessary to provide registry services.

11.2 **Objection Notices.** Upon release of any Deposits to ICANN pursuant to Section 9, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Sponsored TLD Registry Agreement. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry Operator shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

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

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

11.5 **Dispute Resolution Decisions.**

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

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

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

13. **Interpleader.**

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

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

14. **Term and Termination.**

14.1 **Term.** The initial term of this Agreement shall be [insert period of at least one year], commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through Subsection 5.1 of the Sponsored TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E to this Appendix 1.

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

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

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

14.2.3 As provided in Section 14.1.

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

16. **Ownership of Deposit Materials.** Subject to the provisions of the Sponsored TLD Registry Agreement (including Subsection 6.5), the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry Operator at all times.

17. **Miscellaneous.**

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

17.2 **Dispute Resolution.** Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in the Sponsored TLD Registry Agreement.

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

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

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

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

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

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

Agreement; and the Sponsored TLD Registry Agreement shall control in the event of any conflict between this Agreement and the Sponsored TLD Registry Agreement.

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

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

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

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

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

Appendix 3
Zone File Access Agreement

1. Parties

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

2. User Information

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

(f) Telephone Number: _____
(including area/country code)

(g) Fax Number: _____
(including area/country code)

(h) E-Mail Address: _____

(i) Specific Internet host machine that will be used to access ICM Registry's server to transfer copies of the Data:

Name: _____

IP Address: _____

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

3. Term

This Agreement is effective for a period of three (3) months from the date of execution by ICM Registry (the "Initial Term"). Upon conclusion of the Initial Term this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

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

4. Grant Of Access

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

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

(b) Not use this Data, nor permit this Data to be used to harass, annoy, interrupt, disrupt, or interfere in the normal business operations or any registrant.

(c) Not to use this Data, nor permit this Data to be used for any marketing purposes whatsoever.

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

(e) Comply with all applicable laws and regulations governing the use of the Data.

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

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

5. Fee

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

6. Proprietary Rights

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

7. Method Of Access

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

8. No Warranties

The Data is being provided "as-is." ICM Registry disclaims all warranties with respect to the Data, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. Severability

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

10. No Consequential Damages

In no event shall ICM Registry be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if ICM Registry has been advised of the possibility of such damages.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the state of Florida. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in only in the state or federal courts in **Palm Beach County or** the Southern District of Florida. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located in Florida (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to ICM Registry at **[address of Registry Operator]**. ICM Registry has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by ICM Registry or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. Definition

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

14. Entire Agreement

This is the entire agreement between you and ICM Registry concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

ICM Registry LLC	User:
By: (sign)	By: (sign)
Name:	Name:

(print)	(print)
Title:	Title:
Date:	Date:

ASSIGNED USERID AND PASSWORD

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

USERID: PASSWORD:

Appendix 4

Registry Operator's Monthly Reports

Registry Operator shall provide two monthly reports as described below. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN may request in the future that the reports be delivered by other means. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

(A) Monthly Report. File shall be in Portable Document Format (PDF). File shall be named "xxx-YYYYMM.csv", where "YYYYMM" is the year and month being reported Report shall contain the following information.

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

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

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

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

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

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

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

(B) Per-Registrar Activity Report. File shall be named "xxx-transactions-YYYYMM.csv", where "YYYYMM" is the year and month being reported. This report shall be in comma separated-value format as specified in RFC 4180, using the following fields per registrar:

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total name servers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years (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	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed 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-	transfers initiated by another registrar that this registrar

	successful	ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
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-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	number of attempted (successful and failed) domain name create commands

The first line shall include the field names exactly as they appear 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 in that line. No other lines besides the ones described above shall be included. Line breaks shall be "CRLF" as described in RFC 4180.

Appendix 5
Whois Specifications

Public Whois Specification

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

Whois Provider Data Specification

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

1. The Designated Recipient shall only use the data provided by the Registry Operator for the purpose of providing free public query-based Whois access as described in Section 3.1(c)(v) of the Sponsored TLD Registry Agreement. The Designated Recipient may not use such data for any other purpose.

2. The Designated Recipient shall use best efforts to implement any corrections to the data provided by the Registry Operator as soon as practicable.

3. The Designated Recipient must take such technical and organizational security measures as are, at a minimum, equivalent to those implemented by the Registry Operator with respect to such data.

4. Except for providing free public query-based access according to item 1 above, the Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry

Operator and ICANN during the design process as well as during the IETF standards process. In addition, Registry Operator agrees to ensure the implementation of changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following provides the target architecture and initial functionality.

A. Procedures for Providing Access

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

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

a. The XML document will be placed in a file named according to the following convention: For full data sets: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single digit number should be left-padded with a zero). For incremental data sets: "wiYYMMDD" where "YYMMDD" follows the same format.

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

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

2. Transmission of Full Data Sets. Once prepared, full data sets will be provided either by the procedures for incremental data sets described in item A (3) below or, at the option of either the Registry Operator or the Designated Recipient, by writing the full data set to DAT tape (or other media mutually agreed by Registry Operator and the Designated Recipient) and sending it to the

Designated Recipient by expedited delivery service (such as FedEx or DHL). If sent by expedited delivery service, the full data set will be scheduled for arrival no later than the second calendar day following the day to which the full backup relates.

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

B. Content

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

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

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

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

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

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

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

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

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

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

C. Format

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

```
<!  DOCTYPE whois-data [<!  ELEMENT whois-data (domain*, del-domain*,
nameserver*, del-nameserver*, contact*, del-contact*, registrar*, del-registrar*) >
<!  -- Del-domain, del-nameserver, del-contact, and del-registrar child elements are only
meaningful where the attribute type= "Incremental" -->
<!ATTLIST whois-data
tld NMTOKEN #FIXED "xxx"
date CDATA #REQUIRED
type (Full | Incremental)
version CDATA #FIXED "1.0" >
<!ELEMENT domain (name, url)>
<!ATTLIST domain
dom-id ID #REQUIRED
registrar-id IDREF #REQUIRED
registrant-id IDREF #REQUIRED
ENS_AuthId IDREF #REQUIRED
admin-id IDREF #REQUIRED
tech-id IDREF #REQUIRED
billing-id IDREF #REQUIRED
nameserver-id IDREFS #IMPLIED
status (NEW | ACTIVE | INACTIVE | HOLD | LOCK | CLIENT-HOLD | CLIENTLOCK|
PENDING-TRANSFER | PENDING-DELETE)
created-by IDREF #REQUIRED
updated-by IDREF #REQUIRED
cre-date CDATA #REQUIRED
exp-date CDATA #REQUIRED
upd-date CDATA #REQUIRED
xfer-date CDATA #REQUIRED>
<!ELEMENT del-domain EMPTY >
<!-the presence of this element in an incremental data set indicates that the
domain has been deleted since the last incremental data set -->
<!ATTLIST del-domain
dom-id ID #REQUIRED >
<!ELEMENT nameserver (name, ip, ip+) >
<!ATTLIST nameserver
nameserver-id ID #REQUIRED
registrar-id IDREF #REQUIRED
created-by IDREF #REQUIRED
updated-by IDREF #REQUIRED
cre-date CDATA #REQUIRED
upd-date CDATA #REQUIRED
xfer-date CDATA #REQUIRED >
<!ELEMENT del-nameserver EMPTY >
<!-the presence of this element in an incremental data set indicates that the
nameserver has been deleted since the last incremental data set -->
<!ATTLIST del-nameserver
nameserver-id ID #REQUIRED >
```

<!ELEMENT contact (name, org, address, post-code, country, phone, fax-, email)
>
<!ATTLIST contact
contact-id ID #REQUIRED
registrar-id IDREF #REQUIRED
created-by IDREF #REQUIRED
updated-by IDREF #REQUIRED
cre-date CDATA #REQUIRED
upd-date CDATA #REQUIRED
xfer-date CDATA #REQUIRED >
<!ELEMENT del-contact EMPTY >
<!-the presence of this element in an incremental data set indicates that the
contact has been deleted since the last incremental data set -->
<!ATTLIST del-contact
contact-id ID #REQUIRED >
<!ELEMENT registrar (reg-status, url) >
<!ATTLIST registrar
registrar-id ID #REQUIRED
contact-id IDREF #REQUIRED
admin-id IDREFS #REQUIRED
tech-id IDREFS #REQUIRED
billing-id IDREFS #REQUIRED
cre-date CDATA #REQUIRED
upd-date CDATA #REQUIRED>
<!ELEMENT del-registrar EMPTY >
<!-the presence of this element in an incremental data set indicates that the
registrar has been deleted since the last incremental data set -->
<!ATTLIST del-registrar
registrar-id ID #REQUIRED >
<!ELEMENT name (#PCDATA) >
<!ELEMENT ip (#PCDATA) >
<!ELEMENT org (#PCDATA) >
<!ELEMENT address (#PCDATA) >
<!ELEMENT post-code (#PCDATA) >
<!ELEMENT country EMPTY >
<!ATTLIST country cc (AF | AL | DZ | AS | AD | AO | AI | AQ | AG | AR | AM |
AW | AU | AT | AZ | BS | BH | BD | BB | BY | BE | BZ | BJ | BM | BT | BO | BA |
BW | BV | BR | IO | BN | BG | BF | BI | KH | CM | CA | CV | KY | CF | TD | CL | CN
| CX | CC | CO | KM | CG | CD | CK | CR | CI | HR | CU | CY | CZ | DK | DJ | DM |
DO | TP | EC | EG | SV | GQ | ER | EE | ET | FK | FO | FJ | FI | FR | GF | PF | TF |
GA | GM | GE | DE | GH | GI | GR | GL | GD | GP | GU | GT | GN | GW | GY | HT |
HM | VA | HN | HK | HU | IS | IN | ID | IR | IQ | IE | IL | IT | JM | JP | JO | KZ | KE |
KI | KP | KR | KW | KG | LA | LV | LB | LS | LR | LY | LI | LT | LU | MO | MK | MG |
MW | MY | MV | ML | MT | MH | MQ | MR | MU | YT | MX | FM | MD | MC | MN |
MS | MA | MZ | MM | NA | NR | NP | NL | AN | NC | NZ | NI | NE | NG | NU | NF |
MP | NO | OM | PK | PW | PS | PA | PG | PY | PE | PH | PN | PL | PT | PR | QA |

RE | RO | RU | RW | SH | KN | LC | PM | VC | WS | SM | ST | SA | SN | SC | SL | SG | SK | SI | SB | SO | ZA | GS | ES | LK | SD | SR | SJ | SZ | SE | CH | SY | TW | TJ | TZ | TH | TG | TK | TO | TT | TN | TR | TM | TC | TV | UG | UA | AE | GB | US | UM | UY | UZ | VU | VE | VN | VG | VI | WF | EH | YE | YU | ZM | ZW | AC | GG | IM | JE | UK) >
<!ELEMENT phone (#PCDATA) >
<!ELEMENT fax (#PCDATA) >
<!ELEMENT e-mail (#PCDATA) >
<!ELEMENT reg-status (#PCDATA) >
<!ELEMENT url (#PCDATA) >

Whois Data Specification – ICANN

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

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

A. Procedures for Providing Access

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

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

a. The XML document will be placed in a file named according to the following convention: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

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

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

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

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

b. Registry Operator shall specify to write the full data set to DAT (DDS-4) tape (or other media specified by ICANN) and ensure the tape is sent to ICANN by expedited delivery service (such as FedEx or DHL). The full data set will be scheduled for arrival at ICANN no later than the second calendar day following the day to which the data set relates.

B. Content

The full data sets will consist of the objects and contents described for full data sets in the "Public Whols" section of Appendix S.

C. Format

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

Appendix 6
Schedule of Reserved Names

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:

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

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

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

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

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

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

- nic
- whois
- www

E. Geographic and Geopolitical Names. All geographic and geopolitical names contained in the ISO 3166-1 list from time to time shall initially be reserved at both the second level and at all other levels within the TLD at which the Registry Operator provides for registrations. All names shall be reserved both in English and in all related official languages.

In addition, Registry Operator shall reserve names of territories, distinct economies, and other geographic and geopolitical names as ICANN may direct from time to time. Such names shall be reserved from registration during any sunrise period, and shall be registered in ICANN's name prior to start-up and open registration in the TLD. Registry Operator shall post and maintain an updated listing of all such names on its website, which list shall be subject to change at ICANN's direction. Upon determination by ICANN of appropriate standards and qualifications for registration following input from interested parties in the Internet community, such names may be approved for registration to the appropriate authoritative body.

Appendix 7
Functional and Performance Specifications

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

1. Conventions

The key words "MUST," "MUST NOT," "REQUIRED," "SHALL", "SHALL NOT," "SHOULD," "SHOULD NOT," "RECOMMENDED," "MAY," and "OPTIONAL" in this document are to be interpreted as described in IETF RFC 2119.

2. DNS Requirements

The DNS service for the Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs): 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 3901, 4343, 4472, and their successors. Registry Operator shall be able to publish IPv6 addresses as glue records for registered domains 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.

For domain names which are either not registered, 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 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.

When Registry Operator signs its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"), Registry Operator will comply with RFCs 4033, 4034, 4035, 4509 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 will accept public-key material from child domain names in a secure manner according to industry best practices. Registry will also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material.

If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 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.

In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC 5234:

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

3. Registry System Requirements

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

Registry Operator shall implement the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 3735, 3915, 5730, 5731, 5732, 5733, 5734, and 5910. If Registry Operator requires the use of functionality outside the base EPP RFCs, it must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735.

Registry Operator shall accept IPv6 addresses as glue records in its Registry System. 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.

4. Whois Service Requirements

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

5. Data Escrow Requirements

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

6. Reporting Requirements

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

7. Performance Specifications

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

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

Cross-Network Nameserver Performance Requirements. The committed Performance Specification for cross-network Nameserver performance is a measured Round-trip time of less than 300 ms and measured packet loss of fewer than 10%. Cross-network Nameserver performance measurements will be conducted by ICANN at times of it's choosing, in the following manner:

> The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the Nameservers and observing the responses from the Nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).
>
> Each string of request packets will consist of 100 UDP packets at 10-second intervals requesting ns records for arbitrarily selected second-level domains in the Sponsored TLD, preselected to ensure that the names exist in the Sponsored TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received will be noted.
>
> To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:
>
> > The Round-trip time and packet loss from each measurement location to at least one Nameserver must not exceed the required values.

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

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

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

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

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

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

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

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

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

Whois Service Response Times. The Whois Service will have a maximum whois query response time of 1.5 seconds. Failure of the Whois Service to respond to three (3) consecutive rcPing commands initiated by the Registry Operator at regular intervals within such maximum processing time shall mean the Whois Service is considered unavailable.

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

8. Location of Data Centers

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 (DNS, WHOIS, Registration System, Data Escrow and DNSSEC if offered) 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.

9. Fail Over Practice

The registry shall practice fail over between data centers not less frequently than once a year.