



.BIZ Agreement Appendix 1 Data Escrow Specification (TBD)

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix with a Data Escrow Specification equivalent to that of new gTLDs within 90 days after the final Data Escrow Specification has been published as an RFC.

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

Exhibit 1 -Schedule for Escrow Deposits

Exhibit 2-Escrow Deposit Format Specification

Exhibit 3-Escrow Transfer Process

Exhibit 4-Escrow Verification Procedures

Exhibit 1 to Appendix 1 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 3 below, within a four-hour window beginning at 1200 UTC on the same Sunday.

Incremental Deposit Schedule

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

Incremental Deposits shall be made, according to the transfer process described in Exhibit 3 below, within a four-hour window beginning at 1200 UTC on the day to which the Incremental Deposit relates.

Exhibit 2 ESCROW DEPOSIT FORMAT SPECIFICATION

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

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

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

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

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

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

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

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

Character	Escape Sequence
"	"
&	&
'	'
<	<
>	>

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 .biz TLD ("biz"), the report type (domain, host, contact or registrar), and data base-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

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

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact or registrar) covered by the report. The specific format for each report is described in items 3 to 6 below.}

</escrow>

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

- a. status: The domain status code.
- b. id: Unique identifier of the domain name
- c. sponsoring registrar: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- d. authcode: authorization code.
- e. UIN
- f. created-on: The date/time the domain object was originally created.
- g. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- h. renewed-on: The date/time the domain was last renewed.
- i. expires-on: The date the registration expires.
- j. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- k. updated-on: The date/time the domain object was last updated.
- l. transferred-on: The date/time when the domain object was last transferred.
- m. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.
- n. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing.
- o. ds: DS records that represent the secure entry point keys registered for the domain to which the domain object relates. Records will be in standard DS Presentation Format as shown in the example below.

An example domain container appears below:

```
<domain fqdn="example.biz">
  <id>AAA-0001</id>
  <status>ACTIVE</status>
  <sponsoring registrar>REG-042</owned-by>
  <authcode>BIZ-1221</ens-authid>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on></renewed-on>
  <expires-on>1-Jul-2003</expires-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-on></transferred-on>
  <host>dns1.example.biz</host>
```

```

<host>dns2.example.biz</host>
<ds>
  <keytag>54135</keytag>
  <algorithm>7</algorithm>
  <digesttype>1</digesttype>
  <digest>225F055ACB65C8B60AD18B3640062E8C23A5FD89</digest>
</ds>
<ds>
  <keytag>54135</keytag>
  <algorithm>7</algorithm>
  <digesttype>2</digesttype>

  <digest>6CDE2DE97F1D07B23134440F19682E7519ADDAE180E20B1B1EC52E7F58B2831D<
/digest>
</ds>
<ds>
  <keytag>53347</keytag>
  <algorithm>5</algorithm>
  <digesttype>1</digesttype>
  <digest>F4F3248CA668AAA92DB5ABC40EF550F244347B4A</digest>
</ds>
<contact-id type="Registrant">PER-0001</contact-id>
<contact-id type="Administrative">PER-0002</contact-id>
<contact-id type="Technical">PER-0003</contact-id>
<contact-id type="Billing">PER-0004</contact-id>
</domain>

```

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

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

An example host container appears below:

```

<host fqdn="dns1.example.biz">
  <id>HST-0001</id>
  <sponsoring registrar>REG-042</owned-by>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
  <ip-address>192.168.122.1</ip-address>
</host>

```

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

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

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>NeuStar</organization>
  <street1>46000 Center Oak Plaza</street1>
  <street2></street2>
  <street3></street3>
  <city>Sterling</city>
  <state-province>VA</state-province>
  <postal-code>20166</postal-code>
  <country>US</country>
  <voice>+1 571.4345400</voice>
  <fax>+1 571.4345401</fax>
  <email>jdoe@example.biz</email>
  <sponsoring registrar>42</owned-by>
  <created-by>REG-042</created-by>
  <created-on>1-Jul-2001 12:42:22AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
  <transferred-on></transferred-on>
  <status>ACTIVE</status>
</contact>
```

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

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

An example registrar container appears below:

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

Exhibit 3

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

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

Exhibit 4

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

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



.BIZ Agreement Appendix 2 Registry Data Escrow Agreement (TBD)

This Registry Data Escrow Agreement ("Agreement") is made as of this [enter date] (the "Beginning Date"), by and between NeuStar, Inc. ("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 Registry Agreement. All capitalized terms not defined in this Agreement have the meanings set forth in the Registry Agreement.

RECITALS

A. Registry Operator and ICANN have entered into a Registry Agreement ("Registry Agreement"), which requires Registry Operator, during the period Registry Operator operates the registry for the TLD, to submit certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Registry Agreement, Registry Operator intends to deliver periodically to Escrow Agent an electronic copy of the Registry Database, as detailed in Subsection 3.1(c) of the 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 create and deliver to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit 1 of Appendix 1. Registry Operator must create and deliver to Escrow Agent an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit 1 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 TLD Registry Data Escrow: Format Specification (the "Format Specification"), attached as Exhibit 2 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 3 of Appendix 1.

5. Notification of Deposits. Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver to Escrow Agent and to ICANN 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 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator according to the procedures described in Exhibit 3 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 4 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, fax and phone, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall begin developing modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall give ICANN notice of successful verification 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 1 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 which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. Each of 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 4 of Appendix 1. Registry Operator may destroy any Deposits 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 ICANN and Registry Operator 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 duplicate any Deposit.

9. Release of Deposit. Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver to ICANN or its designee all Deposits in Escrow Agent's possession, in the event that the Escrow Agent receives all of the following:

9.1 One of the following notices:

9.1.1 A written notice by the Registry Operator requesting Escrow Agent to effect such delivery to ICANN; or

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

9.1.3 A written notice by ICANN that all of the following have occurred:

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

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

9.1.3.3 ICANN has not, within seven calendar days after the notice under Section 9.1.3.2, received notice from Escrow Agent that the Deposit has been received; or

9.1.4 A written notice by ICANN that all of the following have occurred:

9.1.4.1 ICANN has received notification from Escrow Agent of failed verification of a Full Depositor or failed verification of five Incremental Deposits within any calendar month; and

9.1.4.2 ICANN gave notice to Registry Operator of that receipt; and

9.1.4.3 ICANN has not, within seven calendar days after the notice under Section 9.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.5 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

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

9.2 Copies of notices with proof of delivery submitted 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 that the Deposits be released and delivered to a designated party; and

9.4 A written undertaking by ICANN that the Deposits will be used only as permitted under the terms of the Registry Agreement. Upon release of any Deposits to ICANN, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice it received from ICANN under Sections 9.1.2 to 9.1.6, 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 Registry 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 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 Registry Agreement, including as necessary to provide registry services.

11.2 Objection Notice. 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 Registry Agreement (the "Dispute Resolution Procedures"). Registry Operator and ICANN agree to resolve any disputes they may have as between themselves under this Agreement in accordance with Section 17.2 hereof. 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. The parties agree that any proceedings brought pursuant to the Dispute Resolution Procedures shall be conducted consistently and in accordance with any prior arbitration or court orders/decisions involving the Registry Agreement. The parties further agree that any proceedings relating to this Agreement and brought pursuant to the Dispute Resolution Procedures shall not examine, re-evaluate, reconsider, or otherwise subject to review any issues, causes of action, or other claims which were decided, or which a party had a reasonable opportunity to raise, in proceedings which involved the Registry Agreement.

11.4 Withdrawal of Objection Notice. Registry Operator may, at any time, notify Escrow Agent and ICANN that Registry Operator wishes to withdraw its Objection Notice. Upon receipt of such withdrawal from Registry Operator, Escrow Agent shall promptly deliver to ICANN any Deposits that have not previously been delivered to ICANN.

11.5 Dispute Resolution Decisions.

11.5.1 If the release of Deposits under Section 9 to ICANN is determined in Dispute Resolution Procedures to have been proper, Escrow Agent shall promptly deliver to ICANN, 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 to ICANN is determined in Dispute Resolution Procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received by ICANN 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 and employees ("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 and contractors). Escrow Agent shall likewise indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents and employees ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnatee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, 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 50% by each of Registry Operator and ICANN.

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 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 the Dispute Resolution Procedures; (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. This paragraph in no way limits the Registry Operator's rights under the Registry Agreement to change to a different Escrow Agent mutually approved by Registry Operator and ICANN, such approval not to be unreasonably withheld by either of them, provided that such Escrow Agent will agree to substantially similar terms as in the present document and there is no significant interruption of Deposits.

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

14.2.1 Termination of this Agreement by both Registry Operator and ICANN upon having delivered to Escrow Agent a written notice signed by both Registry Operator and ICANN indicating their mutual 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 Release of the Deposit(s) to ICANN pursuant to Section 9 and, if an Objection Notice is made and not withdrawn, a final decision that the release of materials to ICANN was proper at the end of the Dispute Resolution Procedures.

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. Subject to the provisions (including Subsection 6.5) of the Registry Agreement, the parties recognize and acknowledge that ownership of the Deposit 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 further agree to resolve any disputes they may have as between themselves under this Agreement pursuant to the Dispute Resolution Procedures.

17.3 Limitation of Liability. The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between ICANN and Registry Operator the liability limitations of Subsection 5.3 of the Registry Agreement also apply.

17.4 Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of either 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 Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of both Registry Operator and ICANN.

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

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, 17.3 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.

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.



.BIZ Agreement Appendix 3
Zone File Access Agreement
(TBD)

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix 3 with the Zone File Access provisions equivalent to that of new gTLD registry operators within 90 days after the final new gTLD Registry Agreement has been approved by the ICANN Board of Directors.

1. PARTIES

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

2. USER INFORMATION

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

(f) Telephone Number: _____

(including area/country code)

(g) Fax Number: _____

(including area/country code)

(h) E-Mail Address: _____

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

Name: _____

IP Address: _____

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

3. TERM

This Agreement is effective for a period of three (3) months from the date of execution by Registry Operator (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 .BIZ TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOLS SPECIFIED IN SECTION 4 BELOW PURSUANT TO THESE TERMS.

4. GRANT OF ACCESS

Registry Operator grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Registry Operator 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 without the express prior written consent of Registry Operator using SFTP or HTTPS (or other registry

operator defined retrieval mechanisms) for the purposes described in this Section 4. Registry Operator reserves the right to change the format of the Data and the specified access protocol, provided that the format will be compliant with standard Master File format as originally defined in RFC 1035, Section 5. Registry Operator will provide notice via Registry Operator's website no less than sixty (60) days prior to such change. 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 any marketing activities, regardless of the medium used. Such media include but are not limited to e-mail, telephone, facsimile, postal mail, SMS, and wireless alerts; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. Registry Operator reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

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

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

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

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

5. FEE

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

6. PROPRIETARY RIGHTS

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

7. METHOD OF ACCESS

Registry Operator reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, Registry Operator 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. DATA FORMAT

Registry Operator may change the format of the Data from time to time, in a manner that will not materially change the content of the Data (but which may affect other aspects of the content of the file, including, without limitation, comments, spacing and ordering), provided that the format will be compliant with standard Master File format as originally defined in RFC 1035, Section 5. Registry Operator will provide notice via Registry Operator's website not less than sixty (60) days prior to any such change.

9. NO WARRANTIES

The Data is being provided "as-is." Registry Operator 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.

10. 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.

11. NO CONSEQUENTIAL DAMAGES

In no event shall Registry Operator be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the

termination of this Agreement, even if Registry Operator has been advised of the possibility of such damages.

12. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced only in the United States District Court for the Eastern District of Virginia or, if such court does not have subject matter jurisdiction over such claim, in the state courts of Virginia located in Loudoun County, Virginia. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located in Loudoun County, Virginia (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.

13. TERMINATION

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Registry Operator at 46000 Center Oak Plaza, Sterling, VA, 20166, USA, Attention: Legal Dept. Registry Operator has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by Registry Operator or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

14. DEFINITION

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

15. WAIVER

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

16. ENTIRE AGREEMENT

This is the entire agreement between you and Registry Operator 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.

Registry Operator Limited

By:

(sign)

Name:

(print)

Title:

Date:

User:

By:

(sign)

Name:

(print)

Title:

Date:

ASSIGNED USERID AND PASSWORD

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

USERID: PASSWORD:



.BIZ Agreement Appendix 4 Registry Operator Monthly Reports (TBD)

Registry Operator shall continue to provide reports to ICANN per the terms set forth in Appendix 4 to the Registry Agreement, dated 8 December 2006, for the TLD as set forth at <http://www.icann.org/en/about/agreements/registries/biz/appendix-04-08dec06-en.htm>.

Notwithstanding the foregoing, Registry Operator shall provide monthly reports for the TLD to ICANN using the API described in draft-lozano-icann-registry-interfaces <<http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces>>, no later than 180 calendar days after the later of (i) such publication becomes an RFC or (ii) the Effective Date of this Agreement.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the reports relate. Unless set forth in this Appendix, any reference to a specific time refers to Coordinated Universal Time (UTC).

1. **Per-Registrar Transactions Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD-transactions-yyyymm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “yyyymm” is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field name	Description
01	registrar-name	Registrar’s full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total domains	total domains under sponsorship
04	total-nameservers	total name servers registered for TLD
05	net-adds-1-yr	number of domains successfully registered with an initial term of one year (and not deleted within the add grace period)

Field #	Field name	Description
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	number of domains successfully registered with an initial term of four years (and not deleted within the add grace period)
09	net-adds-5-yr	number of domains successfully registered with an initial term of five years (and not deleted within the add grace period)
10	net-adds-6-yr	number of domains successfully registered with an initial term of six years (and not deleted within the add grace period)
11	net-adds-7-yr	number of domains successfully registered with an initial term of seven years (and not deleted within the add grace period)
12	net-adds-8-yr	number of domains successfully registered with an initial term of eight years (and not deleted within the add grace period)
13	net-adds-9-yr	number of domains successfully registered with an initial term of nine years (and not deleted within the add grace period)
14	net-adds-10-yr	number of domains successfully registered with an initial term of ten years (and not deleted within the add grace period)
15	net-renews-1-yr	number of domains successfully renewed either automatically or by command with a new renewal period of one year (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed either automatically or by command with a new renewal period of two years (and not deleted within the renew grace period)
17	net-renews-3-yr	number of domains successfully renewed either automatically or by command with a new renewal period of three years (and not deleted within the renew grace period)
18	net-renews-4-yr	number of domains successfully renewed either automatically or by command with a new renewal period of four years (and not deleted within the renew grace period)

Field #	Field name	Description
19	net-renews-5-yr	number of domains successfully renewed either automatically or by command with a new renewal period of five years (and not deleted within the renew grace period)
20	net-renews-6-yr	number of domains successfully renewed either automatically or by command with a new renewal period of six years (and not deleted within the renew grace period)
21	net-renews-7-yr	number of domains successfully renewed either automatically or by command with a new renewal period of seven years (and not deleted within the renew grace period)
22	net-renews-8-yr	number of domains successfully renewed either automatically or by command with a new renewal period of eight years (and not deleted within the renew grace period)
23	net-renews-9-yr	number of domains successfully renewed either automatically or by command with a new renewal period of nine years (and not deleted within the renew grace period)
24	net-renews-10-yr	number of domains successfully renewed either automatically or by command with a new renewal period of ten years (and not deleted within the renew grace period)
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-successfully	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision

Field #	Field name	Description
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 described in the table above as a “header line” as described in section 2 of RFC 4180. The last line of each report shall 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 <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD-activity-yyyymm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “yyyymm” is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre- ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period

Field #	Field Name	Description
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period
12	srs-dom-check	number of SRS (EPP and any other interface) domain name "check" requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name "create" requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name "delete" requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name "info" requests responded during the reporting period
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name "renew" requests responded during the reporting period
17	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP "restore" requests delivering a restore report responded during the reporting period

Field #	Field Name	Description
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP "restore" requests responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name "transfer" requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name "transfer" requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name "transfer" requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name "transfer" requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name "transfer" requests to request transfers responded during the reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name "update" requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	number of SRS (EPP and any other interface) host "check" requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host "create" requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host "delete" requests responded during the reporting period
28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period

Field #	Field Name	Description
30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact "delete" requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact "info" requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact "transfer" requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact "transfer" requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact "transfer" requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact "transfer" requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact "transfer" requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact "update" requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.



.BIZ Agreement Appendix 5 Whois Specifications (TBD)

Public Whois Specification

Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service providing free public query-based access to at least the following elements in the following format. Both services will be provided over both IPv4 and IPv6 transport. In the alternative, Registry Operator may transition, upon notice to ICANN, to the Registration Data Publication Services requirements set forth in Specification 4 to the new gTLD Registry Agreement upon the approval of the new gTLD Registry Agreement by the ICANN Board of Directors.

Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) no later than 135 days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

RFC 3912-Conformant Whois

As a thick registry, the standard Whois service will provide a central location for all authoritative .biz TLD data. Registrars will be able to provide a front-end web interface to the standard Whois service. In addition, the Registry provides its own front-end web interface to allow user access to the Whois service.

Due to the nature of the NeuStar thick registry model, the RFC 3912-conformant Whois service will be engineered to handle high transaction load and be integral to the standard suite of registry services. The service will return a single response per domain name or nameserver query. The RFC 3912-conformant Whois service will conform to established service level agreements.

The RFC 3912-conformant service provided by the registry will have the following features:

- Standard WHOIS protocol accessible over port 43.
- Consistent format (fields and formatting) for all registrars.
- Near real-time updates, eliminating "timing" problems when modifying registry information.

- Extensible field capability.

Whois Service Data Elements

The RFC 3912-conformant service will include the following data elements:

- The name of the domain name registered;
- The IP addresses of the primary nameserver and secondary nameserver(s) of the name registered;
- The corresponding names of those nameservers;
- The identity of the registrar;
- The original creation date and term of the registration;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the domain name registrant;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the name registered; and
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered.

Extensible-Field Capability

NeuStar gives the ability for registrars to use EPP to add customized fields to a record in the registry database. These fields will appear in an "additional information" section of the Whois data.

Query Control - Object Type Control

The following keywords restrict a search to specific object type:

Domain: Search only by domain objects. The input string is searched in the Name field.

Contact: Search only contact objects. The input string is searched in the ID field.

Nameserver: Search only by nameserver objects. The input string is searched in the nameserver field or the IP address field.

Registrar: Search only registrar objects. The input string is searched in the Name field.

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

Whois Output Fields

Domain Record:

A Whois query that results in domain information will return the following fields from the

Domain object and the associated data from host and contact objects. This set of data is also referred to as the Domain Record.

Domain Name
Domain ID
Sponsoring Registrar
Sponsoring Registrar IANA ID
Domain Status
Registrant, Administrative, Technical and Billing Contact Information including
- ID
- Name
- Organization
- Address
- Geographic Location Code
- Phone Number
- Facsimile Number
- Email
Name Server(s)
Created by Registrar
Last Updated by Registrar
Domain Registration Date
Domain Expiration Date
Domain Last Updated Date

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

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

Nameserver Record:

Name Server ID
Name Server Name
Name Server Status
Sponsoring Registrar
Sponsoring Registrar IANA ID
Created by Registrar
Name Server Registration Date

Contact Record:

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

Contact ID
Contact Name
Contact Organization
Contact Address1
Contact Address2
Contact City
Contact State/Province
Contact Postal Code
Contact Geographic Location
Contact Geographic Location Code
Contact Phone Number
Contact Facsimile Number
Contact Email
Sponsoring Registrar
Sponsoring Registrar IANA ID

Contact ROID
Contact Registration Date
Contact Last Updated Date
Last Updated by Registrar
Contact Status
Created by Registrar

Registrar Record:

A Whois query that results in Registrar information will return the following. This set of information is referred to as the Registrar Record.

Registrar IANA ID
Registrar Name
Registrar Address1
Registrar Address2
Registrar City
Registrar State/Province
Registrar Geographic Location
Registrar Geographic Location Code
Registrar Postal Code
Registrar Phone
Registrar Fax
Registrar Email
Registrar ROID

Sample Whois Output

This section provides sample output from the Whois server for each type of Registry Object: Domain, Contact, Nameserver, and Registrar. The output is structured as key/value pairs, which simplifies machine-readability.

Domain Record:

Input:	whois "domain = NeuStar.biz"	
Output:	Domain Name	NEUSTAR.BIZ
	Domain ID	D618-BIZ
	Sponsoring Registrar	REGISTRY REGISTRAR
	Sponsoring Registrar IANA ID	666
	Domain Status	clientDeleteProhibited
	Domain Status	clientTransferProhibited
	Domain Status	clientUpdateProhibited
	Domain Status	serverDeleteProhibited
	Domain Status	serverTransferProhibited
	Domain Status	serverUpdateProhibited
	Registrant ID	NEUSTAR1
	Registrant Name	NeuStar, Inc.
	Registrant Organization	NeuStar, Inc.
	Registrant Address1	Loudoun Tech Center
	Registrant Address2	45980 Center Oak Plaza
	Registrant City	Sterling
	Registrant State/Province	Virginia
	Registrant Postal Code	20166
	Registrant Geographic Location	United States
	Registrant Geographic Location Code	US
	Registrant Phone Number	+1.5714345757
	Registrant Facsimile Number	+1.5714345758
	Registrant Email	support@NeuStar.biz
	Administrative Contact ID	NEUSTAR1
	Administrative Contact Name	NeuStar, Inc.
	Administrative Contact Organization	NeuStar, Inc.
	Administrative Contact Address1	Loudoun Tech Center
	Administrative Contact Address2	45980 Center Oak Plaza
	Administrative Contact City	Sterling
	Administrative Contact State/Province	Virginia
	Administrative Contact Postal Code	20166
	Administrative Contact Geographic Location	United States
	Administrative Contact Geographic Location Code	US
	Administrative Contact Phone Number	+1.5714345757
	Administrative Contact Facsimile Number	+1.5714345758
	Administrative Contact Email	support@NeuStar.biz

Billing Contact ID	NEUSTAR1
Billing Contact Name	NeuStar, Inc.
Billing Contact Organization	NeuStar, Inc.
Billing Contact Address1	Loudoun Tech Center
Billing Contact Address2	45980 Center Oak Plaza
Billing Contact City	Sterling
Billing Contact State/Province	Virginia
Billing Contact Postal Code	20166
Billing Contact Geographic Location	United States
Billing Contact Geographic Location Code	US
Billing Contact Phone Number	+1.5714345757
Billing Contact Facsimile Number	+1.5714345758
Billing Contact Email	support@NeuStar.biz
Technical Contact ID	NEUSTAR1
Technical Contact Name	NeuStar, Inc.
Technical Contact Organization	NeuStar, Inc.
Technical Contact Address1	Loudoun Tech Center
Technical Contact Address2	45980 Center Oak Plaza
Technical Contact City	Sterling
Technical Contact State/Province	Virginia
Technical Contact Postal Code	20166
Technical Contact Geographic Location	United States
Technical Contact Geographic Location Code	US
Technical Contact Phone Number	+1.5714345757
Technical Contact Facsimile Number	+1.5714345758
Technical Contact Email	support@NeuStar.biz
Name Server	PDNS1.ULTRADNS.NET
Name Server	PDNS2.ULTRADNS.NET
Name Server	PDNS3.ULTRADNS.ORG
Name Server	PDNS4.ULTRADNS.ORG
Name Server	PDNS5.ULTRADNS.INFO
Name Server	PDNS6.ULTRADNS.CO.UK
Created by Registrar	REGISTRY REGISTRAR
Last Updated by Registrar	KSOERJADI
Domain Registration Date	Wed Nov 07 00:01:00 GMT 2001
Domain Expiration Date	Mon Nov 06 23:59:00 GMT 2006
Domain Last Updated Date	Thu May 25 18:32:14 GMT 2006

Contact Record:

Input:	whois "contact = NEUSTAR1"	
Output:	Contact ID	NEUSTAR1
	Contact Name	NeuStar, Inc.
	Contact Organization	NeuStar, Inc.
	Contact Address1	Loudoun Tech Center
	Contact Address2	45980 Center Oak Plaza
	Contact City	Sterling
	Contact State/Province	Virginia
	Contact Postal Code	20166
	Contact Geographic Location	United States
	Contact Geographic Location Code	US
	Contact Phone Number	+1.5714345757
	Contact Facsimile Number	+1.5714345758
	Contact Email	support@NeuStar.biz
	Sponsoring Registrar	REGISTRY REGISTRAR
	Sponsoring Registrar ID	666
	Contact ROID	C591-BIZ
	Contact Registration Date	Sun Sep 30 18:12:56 GMT 2001
	Contact Last Updated Date	Thu Jan 05 19:45:24 GMT 2006
	Last Updated by Registrar	KSOERJADI
	Contact Status	ok
	Created by Registrar	REGISTRY REGISTRAR

Nameserver Record:

Input:	whois " PDNS1.ULTRADNS.NET "	
Output:	Name Server ID	H9087947-BIZ
	Name Server Name	PDNS1.ULTRADNS.NET
	Name Server Status	ok
	Sponsoring Registrar	TUCOWS INC.
	Sponsoring Registrar IANA ID	69
	Created by Registrar	TUCOWS INC.
	Name Server Registration Date	Fri Feb 25 22:37:50 GMT 2005

Registrar Record:

Input:	whois "registrar registry registrar"	
Output:	Registrar IANA ID	REGISTRY REGISTRAR
	Registrar Name	666
	Registrar Address1	LOUDOUN TECH CENTER
	Registrar Address2	45980 CENTER OAK PLAZA
	Registrar City	STERLING
	Registrar State/Province	VA
	Registrar Geographic Location	United States
	Registrar Geographic Location Code	US
	Registrar Postal Code	20166
	Registrar Phone	+1.5714345757
	Registrar Fax	+1.5714345758
	Registrar Email	support@NeuStar.biz
	Registrar ROID	R720-BIZ

Whois Provider Data Specification

Registry Operator will provide bulk access to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the .biz 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 NeuStar 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 Registry Operator for the purpose of providing free public query-based Whois access. 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 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 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.

Unless otherwise agreed by the Parties, the procedures for providing access, and the specification of the content and format of this data, will be as stated below,

A. Procedures for Providing Access

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

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

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

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

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

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

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) The Data Recipient's public key will be used for the encryption and Registry Operator's private key will be used for the signature. Public keys will be exchanged between 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 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 make them available for download by the Designated Recipient by Internet File Transfer Protocol. Incremental data sets will be made available for download no later than 2000 UTC on the day to which they relate.

4. 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.

B. Format

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

```
<?xml version="1.0" encoding="UTF-8"?>
```

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

```
<!--
```

```
Import EPP Element Types
```

```
-->
```

```
<import namespace="urn:ietf:params:xml:ns:eppcom-1.0" schemaLocation="eppcom-1.0.xsd"/>
```

```
<import namespace="urn:ietf:params:xml:ns:epp-1.0" schemaLocation="epp-1.0.xsd"/>
```

```

<import namespace="urn:ietf:params:xml:ns:contact-1.0" schemaLocation="contact-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:domain-1.0" schemaLocation="domain-
1.0.xsd"/>
<import namespace="urn:ietf:params:xml:ns:host-1.0" schemaLocation="host-
1.0.xsd"/>

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

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

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

```

```

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

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

```



```

< maxLength value="128"/>
< /restriction>
< /simpleType>
< simpleType name="registrarWebUrlType">
< restriction base="string"/>
< /simpleType>
< simpleType name="registrarIanaIDType">
< restriction base="string"/>
< /simpleType>
< complexType name="registrarContactType">
< simpleContent>
< extension base="eppcom:roidType">
< attribute name="type" use="required">
< simpleType>
< restriction base="string">
< enumeration value="administrative"/>
< enumeration value="billing"/>
< enumeration value="technical"/>
< /restriction>
< /simpleType>
< /attribute>
< /extension>
< /simpleContent>
< /complexType>
< simpleType name="registrarStatusType">
< restriction base="string">
< enumeration value="active"/>
< enumeration value="suspended"/>
< enumeration value="defunct"/>
< /restriction>
< /simpleType>
< /schema>

```

Whois Data Specification – ICANN

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

Unless otherwise agreed by the Parties, the procedures for providing access, and the specification of the content and format of this data, will be as stated below.

A. Procedures for Providing Access

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

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) An ICANN public key will be used for the encryption and Registry Operator's private key will be used for the signature. Public keys will be exchanged between 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 ICANN and Registry Operator's option, according to paragraph b below:

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

B. Content

The full data sets will consist of four types of the objects and contents described above.

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 2 of Appendix 1.



.BIZ Agreement Appendix 6
List of Reserved TLD Strings
(TBD)

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 makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

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

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

- All single and two-character labels that were previously reserved by the Registry in the Registry Agreement may be allocated through ICANN accredited registrars, based upon implementation of a phased allocation program as further set forth in Appendix 7.

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 .biz TLD:

- nic
- whois
- www

E. Additional Reservations by Registry Operator. The following domains have been reserved by Registry Operator:

Part A: Names staying with the Registry in the event of reassignment

1. advisory.biz
2. api.biz
3. autorenew.biz
4. billing.biz
5. bizdomain.biz
6. bizinfo.biz
7. bizlogin.biz
8. bizlock.biz
9. bizname.biz
10. business.biz
11. biznotification.biz
12. bizregistrar.biz
13. bizregistrars.biz
14. bizwebaddress.biz
15. bulkrenew.biz
16. business.biz
17. callcenter.biz
18. cctld.biz
19. claims.biz
20. customercare.biz
21. customersupport.biz
22. digitalcertificates.biz
23. directory.biz
24. dns.biz
25. domain.biz
26. domainname.biz
27. domainnames.biz
28. domains.biz
29. dotbizpromotions.biz
30. dotbiz.biz
31. dotbizaccounting.biz
32. dotbizbilling.biz
33. dotbizcallcenter.biz

34. dotbizcards.biz
35. dotbizcustomercare.biz
36. dotbizcustomersupport.biz
37. dotbizhelp.biz
38. dotbizhelpdesk.biz
39. dotbizinfo.biz
40. dotbizmail.biz
41. dotbizorder.biz
42. dotbizregistrar.biz
43. dotbizregistrarsupport.biz
44. dotbizsecurity.biz
45. dotbizsite.biz
46. dotbiztechnicalsupport.biz
47. dotbiztroubledesk.biz
48. dotbizwebmaster.biz
49. ebiz.biz
50. ebizness.biz
51. findyour.biz
52. ftp.biz
53. getyour.biz
54. gopher.biz
55. gtld.biz
56. helpdesk.biz
57. hostmaster.biz
58. identify.biz
59. imap.biz
60. info.biz
61. ldap.biz
62. multilingual.biz
63. mybiz.biz
64. network.biz
65. nntp.biz
66. ntp.biz
67. order.biz
68. pop.biz
69. pop3.biz
70. questions.biz
71. questionsdotbiz.biz
72. register.biz
73. registry.biz
74. registeryour.biz
75. registeryourbiz.biz
76. registrant.biz
77. registrar.biz
78. registrarreports.biz
79. registrars.biz

80. registrarsupport.biz
81. registrylock.biz
82. renew.biz
83. renewnames.biz
84. root.biz
85. rootserver.biz
86. securedomain.biz
87. securename.biz
88. security.biz
89. servicemark.biz
90. services.biz
91. smtp.biz
92. snmp.biz
93. technicalsupport.biz
94. telnet.biz
95. thebizdomain.biz
96. thebizregistry.biz
97. theregistry.biz
98. troubledesk.biz
99. usergroup.biz
100. webmaster.biz
101. whatbiz.biz
102. whois.biz
103. whoisbiz.biz
104. www.biz
105. xrpEPP.biz
106. yourbiz.biz
107. zone.biz
108. zonefile.biz

Part B: Names staying with Registry Operator in the event of reassignment:

1. neustar.biz
2. neulevel.biz
3. neu-level.biz
4. neulevelinc.biz
5. neulevelbiz.biz
6. neulevelllc.biz



.BIZ Agreement Appendix 7

Functional Specifications

(TBD)

Functional Specifications

These functional specifications for the Registry TLD consist of the following parts:

1. Extensible Provisioning Protocol;
2. Supported initial and renewal registration periods;
3. Grace period policy;
4. DNS;
5. IDN;
6. IPv6; and
7. Additional Services

1. Extensible Provisioning Protocol

Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 3915, 5910, 5730, 5731, 5732, 5733 and 5734. If Registry Operator requires the use of proprietary EPP functionality, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

2. Supported initial and renewal registration periods

- a. Initial registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms of up to ten years.
- b. Renewal registrations of Registered Names (where available according to functional specifications and other requirements) may be made in the registry for terms not exceed a total of ten years.
- c. Upon change of sponsorship of the registration of a Registered Name from one registrar to another, according to Part A of the ICANN Policy on Transfer of Registrations between

Registrars, the term of registration of the Registered Name shall be extended by one year, provided that the maximum term of the registration as of the effective date of the sponsorship change shall not exceed ten years.

d. The change of sponsorship of registration of Registered Names from one registrar to another, according to Part B of the ICANN Policy on Transfer of Registrations between Registrars shall not result in the extension of the term of the registration and Registry Operator may assist in such change of sponsorship.

3. Grace period policy

This section describes Registry Operator's practices for operational "Grace" and "Pending" periods, including relationships among sequential operations that occur within given time frames. A *Grace Period* refers to a specified number of calendar days following a Registry operation in which a domain action may be reversed and a credit may be issued to a registrar. Relevant registry operations in this context are:

- Registration of a new domain,
- Extension of an existing domain,
- Auto-Renew of an existing domain;
- Transfer of an existing domain; and
- Deletion of an existing domain.

Extension of a registration period is accomplished using the EPP RENEW command or by auto-renewal; registration is accomplished using the EPP CREATE command; deletion/removal is accomplished using the EPP DELETE command; transfer is accomplished using the EPP TRANSFER command or, where ICANN approves a bulk transfer under Part B of the ICANN Policy on Transfer of Registrations between Registrars, using the procedures specified in that Part. Restore is accomplished using the EPP UPDATE command.

There are five grace periods provided by Registry Operator's Shared Registration System: *Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, Transfer Grace Period, and Redemption Grace Period.*

A *Pending Period* refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:

- Transfer of an existing domain,
- Deletion of an existing domain, and
- Restore of a domain name in Redemption Grace Period.

3.1 Grace Periods

3.1.1 Add Grace Period

The Add Grace Period is a specified number of calendar days following the initial registration of a domain. The current value of the Add Grace Period for all registrars is five calendar days. If a Delete, Renew, or Transfer operation occurs within the five calendar days, the following rules apply:

Renew. If a domain is extended within the Add Grace Period, the account of the sponsoring Registrar at the time of the extension will be charged for the initial add plus the number of years the registration is extended. The expiration date of the domain is extended by the number of years, up to a total of ten years, as specified by the registrar's requested Renew operation.

Transfer (other than ICANN-approved bulk transfer). Transfers under the Registry-Registrar Agreement may not occur during the Add Grace Period or at any other time within the first 60 days after the initial registration. Enforcement is the responsibility of the Registrar sponsoring the domain name registration and is currently enforced by the SRS.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the Add Grace Period. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the initial add.

Delete. If a domain is deleted within the *Add Grace Period*, the sponsoring Registrar at the time of the deletion is credited for the amount of the registration. However, the Registrar's account will be reconciled at the end of the month for the number of deletions during the AGP that exceed the maximum of (i) 10% of its new registrations or (ii) fifty (50) domain names, whichever is greater. The fee imposed on those deletions exceeding the previously stated monthly maximum level will be the amount of the original registration, absent extraordinary circumstances.

For any registrar requesting an exemption from this excessive domain name deletion fee, the registrar must confirm in writing to the Registry Operator how these extraordinary circumstances were not known, or could not have been reasonably known, at the time the names were deleted and how these extraordinary circumstances were outside of its control. Registry Operator's determination of whether or not to grant an exemption shall be at its sole reasonable discretion.

3.1.2 Renew Grace Period

The Renew Grace Period is a specified number of calendar days following the renewal of a domain name registration period through an EPP Command Renew. The current value of the Renew Grace Period is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the Renew Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the renew fee. The deleted domain is moved to

the Redemption Grace Period (that is, to the PendingDelete status). See below for a description of overlapping grace period exceptions.

Renew. A domain can be extended within the Renew Grace Period for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the Renew Grace Period, there is no credit to the losing registrar for the renewal fee. The expiration date of the domain is extended by one year and the years added as a result of the Extend remain on the domain name up to a total of 10 years.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the Renew Grace Period. The expiration dates of transferred registrations are not affected. The losing Registrar's account not credited for the Renew operation.

3.1.3 Auto-Renew Grace Period

The Auto-Renew Grace Period is a specified number of calendar days following an auto-renewal. An auto-renewal occurs if a domain name registration is not renewed by the expiration date; in this circumstance the registration will be automatically renewed by the system the first day after the expiration date. The current value of the Auto-Renew Grace Period is 45 calendar days. If a Delete, Renew, or Transfer occurs within the Auto-Renew Grace Period, the following rules apply:

Delete. If a domain is deleted within the Auto-Renew Grace Period the deleted domain is moved to the Redemption Grace Period (that is, to the PendingDelete status). See below for a description of overlapping grace period exceptions.

Renew. A domain can be Renewed within the Auto-Renew Grace Period for up to a total of ten years. The account of the sponsoring Registrar at the time of the additional extension will be charged for the additional number of years the registration is extended.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred under Section 3.9 of the Registry-Registrar Agreement within the Auto-Renew Grace Period, the losing Registrar is credited with the Auto-Renew charge and the year added by the Auto-Renew operation is cancelled. The expiration date of the domain is extended by one year up to a total maximum of ten by virtue of the transfer and the gaining Registrar is charged for that additional year, even in cases where a full year is not added because of the 10-year maximum limitation.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the Auto-Renew Grace Period. The expiration dates of transferred registrations are not affected. The losing Registrar's account is not credited for the Auto-Renew.

3.1.4 Transfer Grace Period

The Transfer Grace Period is a specified number of calendar days following the transfer of a domain. The current value of the Transfer Grace Period is five calendar days. If a Delete, Extend, or Transfer occurs within that five calendar days, the following rules apply:

Delete. If a domain is deleted within the Transfer Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The deleted domain is moved to the Redemption Grace Period (that is, to the PendingDelete status). See below for a description of overlapping grace period exceptions.

Renew. If a domain is extended within the Transfer Grace Period, there is no credit for the transfer. The Registrar's account will be charged for the number of years the registration is extended. The expiration date of the domain is extended by the number of years, up to a maximum of ten years, as specified by the registrar's requested Extend operation.

Transfer (other than ICANN-approved bulk transfer). If a domain is transferred within the Transfer Grace Period, there is no credit. The expiration date of the domain is extended by one year up to a maximum term of ten years.

Bulk Transfer (with ICANN approval). Bulk transfers with ICANN approval may be made during the Transfer Grace Period. The expiration dates of transferred registrations are not affected. The losing Registrar's account is charged for the Transfer operation that occurred prior to the Bulk Transfer.

3.1.5 Overlapping Grace Periods

If an operation is performed that falls into more than one grace period, the actions appropriate for each grace period apply (with some exceptions as noted below).

- If a domain is deleted within the Add Grace Period and the Renew Grace Period, then the Registrar is credited the registration and renew amounts, taking into account the number of years for which the registration and renew were done. The domain is deleted from the Registry database and is immediately available for registration by any Registrar.
- If a domain is auto-renewed, then extended, and then deleted within the Renew Grace Period, the registrar will be credited for the Auto-Renew and the number of years for the extension. The years that were added to the Registered Name's expiration as a result of the auto-renewal and extension are removed. The deleted Registered Name is moved to the Redemption Grace Period (that is, to the PendingDelete status).

Overlap Exception

- If a domain is deleted within one or several Transfer Grace Periods, then only the current sponsoring Registrar is credited for the transfer amount. For example if a

domain is transferred from Registrar A to Registrar B and then to Registrar C and finally deleted by Registrar C within the Transfer Grace Period of the first, second and third transfers, then only the last transfer is credited to Registrar C.

- If a domain is extended (through the EPP command "Renew") within the Transfer Grace Period, then the current Registrar's account is charged for the number of years the registration is extended.

Note: If several billable operations, including transfers, are performed on a domain and the domain is deleted within the grace periods of each of those operations, only those operations that were performed after the latest transfer, including the latest transfer, are credited to the current Registrar.

3.1.7 Redemption Grace Period

Overview

The Redemption Grace Period Service allows registrars to restore Registered Names that were unintentionally deleted and are still within a thirty-day Redemption Grace Period (RGP). The RGP Service cover all names deleted by registrars, with the exception of those names deleted in the Add Grace Period.

The RGP Service may be implemented in two stages. Stage 1 as described in the following allows original registrars to restore unintentionally deleted registrations. In the future, ICANN and Registry Operator will discuss implementation of Stage 2, with the goal, if feasible, of allowing registrants to choose which registrar will restore their deleted name(s).

Implementation

The .biz Registry RGP is a fully automated and EPP-compliant implementation. Only statuses defined in the current EPP specifications will be used. As such all domains slated for deletion will remain in PendingDelete status for 35 days or until they are restored.

PendingDelete Status:

All domains deleted outside the Add Grace Period will be placed on PendingDelete status for a total of 35 days, after which time the names will be purged from the Registry database and made available again for registration.

During this PendingDelete timeframe, domain names can only be restored during the first 30 days, and cannot be otherwise modified. The only action allowed by the original registrar is the restoration of the domain name.

Note: BULK TRANSFER operations are allowed within the 30-day RGP provided that such transfer is in accordance with the Registry-Registrar Agreement. The gaining registrar in any ICANN-approved bulk transfer assumes the role of the deleting registrar with regards to any name in the PendingDelete status sponsored by the losing registrar at the time of

transfer.

Note: TRANSFER or modification requests are not allowed during the RGP.

Upon being placed in PendingDelete status, domain names will be immediately removed from the DNS, but will remain in the Whois with a notation about their availability of being restored. (See Appendix 5 for further details).

At the conclusion of the 30-day RGP, the domain will remain on PendingDelete for an additional five days. During this time, the domain cannot be restored, modified, deleted, or transferred. At the conclusion of this five-day period, the domain will be purged from the Registry database and hence available for re-registration.

Restore Command:

The implementation of the Redemption Grace Period Service involves one command.

RESTORE Command: Registrars may restore names by using the existing EPP Renew command. In addition, EPP extensions will be used to capture the additional required reporting information, see below. A successful restore command will terminate the PendingDelete status, remove the deleted status attribute from the registration and return the registered name to the same state it was in immediately prior to the delete request.

If the registered name is past its expiration date at the time it is restored, then, following the restore, its registration term will be extended by the minimum term of years necessary to bring it current. The registrar will first be debited for the restoration and following for the renewal term.

There is no Restore Grace Period.

Appropriate Use of the Restore Capability

Registrars may only RESTORE Registered Names in order to correct unintentional deletions caused by registrant, registrar, or registry mistake (or as required by operation of the UDRP or other applicable dispute resolution policy in order to implement a court, arbitral tribunal or Administrative Panel decision). Restoring Registered Names in order to assume the rights to use or sell them will be considered an abuse of the system and will give Registry Operator the ability to delete those impacted domain names or terminate the Registry-Registrar Agreement.

Registrar Reporting Requirement

In order to facilitate verification of registrar compliance with the intended purpose of the Redemption Grace Period Service, Registrars are required to submit a "Registrar Restore Report" to the Registry Operator.

The reports will be generated as set forth by the Registry Operator through the restore command (EPP extensions) and in accordance with the below:

The following data shall be provided by the Registry Operator:

- WHOIS data for deleted name, as it existed prior to deletion
- WHOIS data for deleted name, as it existed at the time of report submission
- Exact date and time of deletion
- Exact date and time of restore

The following data shall be submitted by the registrar as part of the restore command. Failure to provide all of the following data at the time the restore command is submitted will result in a failure to restore the domain name.

- Written explanation and corresponding reason code as to why registered name was restored (e.g., registrant mistake, registrar mistake, registry mistake, dispute resolution, etc.)
- Written statement affirming that Registrar has not restored the .BIZ domain name in question in order to assume the rights to use or sell the name for itself or for any third party (unless the name was restored as required to give effect to an order or decision from a court, arbitral tribunal or Administrative Panel – in such cases a copy of the order should be provided separately to the Registry Operator by no later than five (5) business days following the restore).
- Written statement affirming that information in report is factually accurate to the best of the Registrar's knowledge, and that the registrar acknowledges that intentionally supplying false information in the Restore Report shall constitute an incurable material breach of the Registry-Registrar Agreement and may result in the deletion of the impacted domain name(s).

The registry will maintain (for two years) copies of all Restore commands, as well as provide ICANN with copies of such reports if requested. Further, the registry will include in its monthly report to ICANN the number of Restore Reports received (see Appendix 4).

Registry Transparency Requirement – Registry Reports

The Registry Operator will provide comprehensive, regularly updated lists of names with a PendingDelete status to all Registrars via an FTP or SCP mechanism; these lists will include corresponding dates of deletion. These reports will only include names in the last five days of the PendingDelete status.

Registry Fees for Restoring Deleted Names

The registry shall be permitted to charge a fee for restoring a deleted name. The Redemption Grace Period Service fee is separate from, and in addition to, the ordinary charges for registration term extensions.

4. DNS

Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966.

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 Resource Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a “Name Error” response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions (“DNSSEC”). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 6781 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the 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. Registry Operator shall publish its DPS following the format described in RFC 6841.

5. IDN

If the Registry Operator offers Internationalized Domain Names (“IDNs”), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with 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. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding.

6. IPv6

Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport

for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Appendix 5 of this Agreement; e.g. Whois (RFC 3912), Web based Whois. 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 gTLD accredited Registrar willing to operate with the SRS over IPv6.

7. Additional Services

7.1 Bulk Transfer After Partial Portfolio Acquisition.

Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) is a registry service available to consenting registrars in the circumstance where one ICANN-accredited registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's domain name portfolio in the .BIZ top-level domain.

At least fifteen days before completing a BTAPPA, the losing registrar must provide to all domain name registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship. The notice must include an explanation of how the Whois record will change after the bulk transfer occurs, and customer support and technical contact information of the gaining registrar.

If a domain is transferred under the BTAPPA service during any applicable grace period as described in Section 3 above, there is no credit. The expiration dates of transferred registrations are not affected.

Domain names in the following statuses at the time of the Transfer Request will not be transferred in a BTAPPA: "pending transfer", "redemption grace period (RGP)", or "pending delete". Domain names that are within the auto-renew grace window are subject to bulk transfer, but Neustar may decline to provide a credit for those names deleted after the bulk transfer, but prior to the expiration of the auto-renew grace window.

Neustar has discretion to reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Neustar or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.

In the event that one or more ICANN-accredited Registrars participate in the BTAPPA service, each such Registrar shall be required to agree to the pricing, terms and conditions set forth in Appendix 7, Exhibit A.

7.2 Single and Two-Character Phased Allocation Program:

.BIZ Single and Two Character Phased Allocation Program ("Phased Allocation Program"). The domain names included within the scope of the Phased Allocation Program shall be limited to single and two-character .BIZ domain names. Neustar reserves the right to not allocate all single and two-character .BIZ domain names.

Pursuant to the Phased Allocation Program, Neustar may elect to allocate the domain names via the following processes: 1) request for proposals based on evaluation criteria, 2) auction, or 3) first come, first served registration.

The domain names allocated via the Phased Allocation Program are an exception to the Maximum Service Fee described in Section 7.3(a) of the .BIZ Registry Agreement. Revenue derived from the Phased Allocation Program will be considered in the calculation of the average annual price of registrations for purposes of Section 7.2(a).



.BIZ Agreement Appendix 8 Registry-Registrar Agreement (TBD)

Registry-Registrar Agreement

This Registry-Registrar Agreement (the "Agreement") is between NeuStar, Inc., a Delaware corporation, with its principal place of business located at Loudoun Tech Center, 46000 Center Oak Plaza, Sterling, VA 20166 ("Registry Operator"), and [Registrar's name], a [jurisdiction and type of organization], with its principal place of business located at _____ [Registrar's location] ("Registrar").

WHEREAS, Registry Operator has entered a Registry Agreement with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD nameservers, and other equipment for the .biz top-level domain;

WHEREAS, multiple registrars provide Internet domain name registration services within the .biz top-level domain;

WHEREAS, Registrar wishes to act as a registrar for domain names within the .biz top-level domain.

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Registry Operator and Registrar, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1. The "APIs" are the application program interfaces by which Registrar may interact, through the EPP, with the Registry System.

1.2. "Confidential Information" means all information and materials, including, without limitation, computer software, data, information, databases, protocols, reference implementation and documentation, and functional and interface specifications, provided by the Disclosing Party to the Receiving Party under this Agreement and marked or otherwise identified as Confidential, provided that if a communication is oral, the Disclosing Party will notify the Receiving Party in writing within 15 days of the disclosure of its confidentiality.

1.3. "DNS" means the Internet domain name system.

1.4. The "Effective Date" shall be the date on which this Agreement is first executed by both parties.

1.5. "EPP" means the extensible provisioning protocol, which is the protocol used by the Registry System.

1.6. "ICANN" means the Internet Corporation for Assigned Names and Numbers.

1.7. "Personal Data" refers to data about any identified or identifiable natural person.

1.8. "Registered Name" refers to a domain name within the domain of the Registry TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator or an affiliate engaged in providing Registry Services maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a TLD zone file (e.g., a registered but inactive name).

1.9. "Registered Name Holder" means the holder of a Registered Name.

1.10. "Registry Agreement" means the Registry Agreement between Registry Operator and ICANN dated [____] 2013 for the operation of the Registry TLD, as the same may be amended from time to time.

1.11. "Registry Database" means a database comprised of data about one or more DNS domain names within the domain of the Registry TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.12. "Registry TLD" means the .biz TLD.

1.13. "Registry Services" Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) 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; and (ii) provided by the Registry Operator for the .biz registry as of the effective date of the Registry Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in the Registry Agreement); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

1.14. The "Registry System" means the registry system operated by Registry Operator for Registered Names in the Registry TLD.

1.15. The "Registry Tool Kit" shall mean the Tool Kit set forth in Exhibit A.

1.16. "Term" means the term of this Agreement, as set forth in Subsection 8.1.

1.17. A "TLD" means a top-level domain of the DNS.

Other terms used in this Agreement as defined terms shall have the meanings ascribed to them in the context in which they are defined.

2. OBLIGATIONS OF REGISTRY OPERATOR

2.1. Access to Registry System. Throughout the term of this Agreement, Registry Operator shall provide Registrar with access as a registrar to the Registry System that Registry Operator operates according to its arrangements with ICANN. Nothing in this Agreement entitles Registrar to enforce any agreement between Registry Operator and ICANN.

2.2. Maintenance of Registrations Sponsored by Registrar. Subject to the provisions of this Agreement, ICANN requirements, and Registry requirements authorized by ICANN, Registry Operator shall maintain the registrations of Registered Names sponsored by Registrar in the Registry System during the term for which Registrar has paid the fees required by Subsection 4.1.

2.3. Provision of Tool Kit; License.

2.3.1. Registry Tool Kit. No later than three business days after the Effective Date, Registry Operator shall provide to Registrar a copy (or hyperlink to a copy which can be downloaded) of the Registry Tool Kit, which shall provide sufficient technical specifications to allow Registrar to interface with the Registry System and employ its features that are available to Registrars.

2.3.2. License. Subject to the terms and conditions of this Agreement, Registry Operator hereby grants Registrar and Registrar accepts a non-exclusive, nontransferable, worldwide limited license to use for the term and purposes of this Agreement the EPP, APIs and any reference client software included in the Registry Tool Kit, as well as updates and redesigns thereof, for providing domain name registration services in the Registry TLD only and for no other purpose.

2.4. Changes to System. Registry Operator may from time to time make modifications to the EPP, APIs, or other software licensed hereunder that will revise or augment the features of the Registry System. Registry Operator will provide Registrar with at least ninety (90) days notice prior to the implementation of any material changes to the EPP, APIs or software licensed hereunder.

2.5. Engineering and Customer Service Support. Registry Operator shall provide Registrar with engineering and customer service support as set forth in Exhibit B.

2.6. Handling of Personal Data. Registry Operator shall notify Registrar of the purposes for which Personal Data submitted to Registry Operator by Registrar is collected, the intended recipients (or categories of recipients) 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. Notwithstanding the above, Registry Operator may from time to time use the demographic data collected for statistical analysis, provided that this analysis will not disclose individual Personal Data and provided such use is compatible with the notices provided to registrars regarding the purpose and procedures for such use.

2.7. Service Level Agreement. Registry Operator shall use commercially reasonable efforts to meet the performance specifications set forth in Appendix 10 to the Registry Agreement. In the event that Registry Operator fails to meet such requirements, Registry Operator shall issue credits to Registrar as described in Appendix 10 to the Registry Agreement, which is hereby incorporated by reference, as amended from time to time. The remedies set forth in Appendix 10 to the Registry Agreement shall be the sole and exclusive remedies available to Registrar for the failure to meet such performance specifications.

2.8. ICANN Requirements. Registry Operator's obligations hereunder are subject to modification at any time as a result of ICANN-mandated requirements and consensus policies through the processes set forth in the Registry Agreement. Notwithstanding anything in this Agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.9 New Registry Services. Registry Operator shall provide Registrar no less than thirty (30) days written notice of any new Registry Service that has been approved by ICANN according to the procedures set forth in the applicable Registry Agreement by and between ICANN and Registry Operator. Such notice shall include the provision of information on pricing, starting date and any additional terms and conditions regarding the new Registry Service. Such notice shall not be a substitute for the notice required in Section 2.4 above.

3. OBLIGATIONS OF REGISTRAR

3.1. Accredited Registrar. During the term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a registrar for the Registry TLD.

3.2. Registrar Responsibility for Customer Support. Registrar shall provide (i) support to accept orders for registration, cancellation, modification, renewal, deletion or transfer of Registered Names and (ii) customer service (including domain name record support) and billing and technical support to Registered Name Holders.

3.3. Registrar's Registration Agreement. At all times while it is sponsoring the registration of any Registered Name within the Registry System, Registrar shall have in effect an electronic or paper registration agreement with the Registered Name Holder. The current form of Registrar's registration agreement is attached as Exhibit C (which may contain multiple alternative forms of

the registration agreement). Registrar may from time to time amend those forms of registration agreement or add alternative forms of registration agreement, provided a copy of the amended or alternative registration agreement is furnished to the Registry Operator three business days in advance of the use of such amended registration agreement. Registrar shall include in its registration agreement those terms required by this Agreement and other terms that are consistent with Registrar's obligations to Registry Operator under this Agreement.

3.4. Indemnification Required of Registered Name Holders. In its registration agreement with each Registered Name Holder, Registrar shall require such Registered Name Holder to indemnify, defend and hold harmless Registry Operator, and its subcontractors, directors, officers, employees, affiliates and agents of each of them from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registered Name Holder's domain name registration. The registration agreement shall further require this indemnification obligation survive the termination or expiration of the registration agreement.

3.5. Data Submission Requirements. As part of its registration and sponsorship of Registered Names in the Registry TLD, Registrar shall submit complete data as required by technical specifications of the Registry System that are made available to Registrar from time to time. Registrar hereby grants Registry Operator a non-exclusive, non-transferable, limited license to such data for propagation of and the provision of authorized access to the TLD zone files and as otherwise required in Registry Operator's operation of the Registry TLD.

3.6. Security. Registrar shall develop and employ in its domain name registration business all necessary technology and restrictions to ensure that its connection to the Registry System is secure. All data exchanged between Registrar's system and the Registry System shall be protected to avoid unintended disclosure of information. Registrar agrees to employ the necessary measures to prevent its access to the Registry System granted hereunder from being used 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 its own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator, any other registry operated under an agreement with ICANN, or any ICANN-accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. In addition, Registry Operator may require other reasonable security provisions to ensure that the Registry System is secure.

3.7. Resolution of Technical Problems. Registrar shall employ necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the EPP and the APIs in conjunction with Registrar's systems. Registrar agrees that in the event of significant degradation of the System or other emergency, Registry Operator may, in its sole discretion, temporarily suspend or restrict access to the Registry System. Such temporary suspensions shall be applied in a non-arbitrary manner and shall apply fairly to any registrar similarly situated, including affiliates of Registry Operator.

3.8. Time. Registrar agrees that in the event of any dispute concerning the time of the entry of a domain name registration into the Registry Database, the time shown in the Registry records shall control.

3.9. Transfer of Sponsorship of Registrations. Registrar agrees to implement transfers of Registered Name registrations from another registrar to Registrar and vice versa pursuant to the Policy on Transfer of Registrations Between Registrars as may be amended from time to time by ICANN (the "Transfer Policy").

3.10. Compliance with Terms and Conditions. Registrar shall comply with, and shall include in its registration agreement with each Registered Name Holder as appropriate, all of the following:

3.10.1. ICANN standards, policies, procedures, and practices for which Registry Operator has monitoring responsibility in accordance with the Registry Agreement or other arrangement with ICANN.

3.10.2. Operational standards, policies, procedures, and practices for the Registry TLD as set forth in the Registry Agreement and as established from time to time by Registry Operator in a non-arbitrary manner and applicable to all registrars, including affiliates of Registry Operator, and consistent with ICANN's standards, policies, procedures, and practices and Registry Operator's Registry Agreement with ICANN. Among Registry Operator's operational standards, policies, procedures, and practices are those set forth in Exhibit D. Additional or revised Registry Operator operational standards, policies, procedures, and practices for the Registry TLD shall be effective upon thirty days notice by Registry Operator to Registrar.

3.11. Restrictions on Registered Names. In addition to complying with ICANN standards, policies, procedures, and practices limiting domain names that may be registered, Registrar agrees to comply with applicable statutes and regulations limiting the domain names that may be registered.

3.12. Authorization Codes. Registrar shall not provide identical Registrar-generated authorization <authinfo> codes for domain names registered by different registrants with the same Registrar. Registry Operator in its sole discretion may choose to modify <authinfo> codes for a given domain and shall notify the sponsoring registrar of such modifications via EPP compliant mechanisms. Documentation of these mechanisms shall be made available to Registrar by Registry Operator. The Registrar shall provide the Registered Name Holder with timely access to the authorization code along with the ability to modify the authorization code. Registrar shall respond to any inquiry by a Registered Name Holder regarding access to and/or modification of an authorization code within five (5) calendar days. In addition, Registrar may not employ any mechanism for complying with a Registrant's request to obtain the applicable "AuthInfo Code" that is more restrictive than the mechanisms used for changing any aspect of the Registrant's contact or name server information. Registrar must not refuse to release an "AuthInfo Code" to the Registered Name Holder solely because there is a dispute between the Registered Name Holder and the Registrar over payment.

4. FEES

4.1. Amount of Registry Operator Fees.

4.1.1. Registrar agrees to pay Registry Operator the fees set forth in Exhibit E for initial and renewal registrations and other services provided by Registry Operator to Registrar (collectively, "Fees"). Registry Operator reserves the right to increase the Fees prospectively upon six (6) months prior notice to Registrar.

4.1.2. In addition, Registrar agrees to pay Registry Operator the applicable variable fees assessed to Registry Operator by ICANN, as permitted by Subsection 7.2(b) of the Registry Agreement by no later ten (10) days after the date of an invoice from Registry Operator for such fees.

4.2. Payment of Registry Operator Fees. In advance of incurring Fees, Registrar shall establish a deposit account, or other credit facility accepted by Registry Operator, which acceptance will not be unreasonably withheld so long as payment is assured. All Fees are due immediately upon receipt of applications for initial and renewal registrations, or upon provision of other services provided by Registry Operator to Registrar. Payment shall be made via debit or draw down of the deposit account or other credit facility approved by Registry Operator. Registry Operator shall provide monthly invoices to the Registrar.

4.3. Non-Payment of Fees. In the event Registrar has insufficient funds deposited with Registry Operator, Registry Operator may do any or all of the following: (a) stop accepting new initial, renewal or transferred registrations from Registrar; (b) delete the domain names associated with any negative balance incurred from the Registry database; and (c) pursue any other remedy under this Agreement.

4.4 Taxes. All Fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes, but excluding taxes based on the net income of Registry Operator) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from or an offset against such Fees. All payments due to Registry Operator shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Registry Operator receives and retains (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1. Use of Confidential Information. During the Term of this Agreement, each party (the "Disclosing Party") may be required to disclose its Confidential Information to the other Party (the "Receiving Party"). Each party's use and disclosure of the Confidential Information of the other party shall be subject to the following terms and conditions:

5.1.1. The Receiving Party shall treat as strictly confidential, and use all reasonable efforts to preserve the secrecy and confidentiality of, all Confidential Information of the Disclosing Party, including implementing reasonable physical security measures and operating procedures.

5.1.2. The Receiving Party agrees that it will use any Confidential Information of the Disclosing Party solely for the purpose of exercising its right or performing its obligations under this Agreement and for no other purposes whatsoever.

5.1.3. The Receiving Party shall make no disclosures whatsoever of any Confidential Information of the Disclosing Party to others; provided, however, that if the Receiving Party is a corporation, partnership, or similar entity, disclosure is permitted to the Receiving Party's officers, employees, contractors and agents who have a demonstrable need to know such Confidential Information, provided the Receiving Party shall advise such personnel of the confidential nature of the Confidential Information and of the procedures required to maintain the confidentiality thereof, and shall require them to acknowledge in writing that they have read, understand, and agree to be individually bound by the confidentiality terms of this Agreement.

5.1.4. The Receiving Party shall not modify or remove any confidentiality legends and/or copyright notices appearing on any Confidential Information of the Disclosing Party.

5.1.5. The Receiving Party agrees not to prepare any derivative works based on the Confidential Information.

5.1.6. Notwithstanding the foregoing, this Subsection 5.1 imposes no obligation upon the parties with respect to information that (a) is disclosed with the Disclosing Party's prior written approval; or (b) is or has entered the public domain through no fault of the Receiving Party; or (c) is known by the Receiving Party prior to the time of disclosure; or (d) is independently developed by the Receiving Party without use of the Confidential Information; or (e) is made generally available by the Disclosing Party without restriction on disclosure.

5.1.7. In the event the Receiving Party is required by law, regulation or court order to disclose any of Disclosing Party's Confidential Information, Receiving Party will promptly notify Disclosing Party in writing prior to making any such disclosure in order to facilitate Disclosing Party seeking a protective order or other appropriate remedy from the proper authority, at the Disclosing Party's expense. Receiving Party agrees to cooperate with Disclosing Party in seeking such order or other remedy. Receiving Party further agrees that if Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required.

5.1.8. The Receiving Party's duties under this Subsection 5.1 shall expire five (5) years after the information is received or earlier, upon written agreement of the parties.

5.2 Intellectual Property.

5.2.1. Subject to Subsection 3.5, each party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. In addition, Registry Operator, or its suppliers and/or licensees, shall own all right, title and interest in and to the EPP, APIs, Registrar Tool Kits, and any software incorporated into the Registry System, as well as all intellectual property appurtenant thereto.

5.2.2. Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by the Disclosing Party to the Receiving Party by this Agreement, or by any disclosure of any Confidential Information to the Receiving Party under this Agreement.

6. INDEMNITIES AND LIMITATION OF LIABILITY

6.1. Indemnification. Registrar, at its own expense and within thirty days after presentation of a demand by Registry Operator under this Section, will indemnify, defend and hold harmless Registry Operator and its employees, directors, officers, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Registry Operator or any affiliate of Registry Operator based on or arising from any claim or alleged claim: (i) relating to any product or service of Registrar; (ii) relating to any agreement, including Registrar's dispute policy, with any Registered Name Holder of Registrar; or (iii) relating to Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service; provided, however, that in any such case: (a) Registry Operator provides Registrar with prompt notice of any such claim, and (b) upon Registrar's written request, Registry Operator will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such claim, provided that Registrar reimburses Registry Operator for its actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable claim without Registry Operator's prior written consent, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Registry Operator in connection with or arising from any such indemnifiable claim, suit, action or proceeding.

6.2. Limitation of Liability. EXCEPT AS PROVIDED IN SUBSECTION 6.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR ANY VIOLATIONS OF THIS AGREEMENT. IN ADDITION, IN NO EVENT SHALL REGISTRY OPERATOR'S LIABILITY EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID BY REGISTRAR TO REGISTRY OPERATOR, EXCLUDING ANY FEES PAID UNDER SECTION 4.1.2 ABOVE, IN THE PRECEDING 12 MONTH PERIOD OR (II) \$100,000.

6.3. Performance Credits. In the event Registry Operator fails to meet the performance specifications set forth in Exhibit F of this Agreement, Registry Operator shall provide a credit to Registrar in an amount equal to its proportionate share of applicable performance credits set forth in Exhibit G to this Agreement. Such performance credits shall constitute the sole and exclusive remedy available to Registrar with regard to Registry Operator's failure to meet the performance specifications.

7. DISPUTE RESOLUTION.

7.1. Dispute Resolution. 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 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 the Commonwealth of Virginia, USA. 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 third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. Any litigation brought to enforce an arbitration award shall be brought in a Commonwealth or federal court in the eastern district of the Commonwealth of Virginia, 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 a Party during the pendency of an arbitration, each Party shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or a court located in the Eastern District of the Commonwealth of Virginia, USA, which shall not be a waiver of this arbitration agreement.

8. TERM AND TERMINATION

8.1. Term of the Agreement; Revisions. The Term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Agreement, shall expire on the expiration of the Registry Agreement. In the event that revisions to Registry Operator's approved form of Registry-Registrar Agreement are approved or adopted by ICANN, Registrar will either execute an amendment substituting the revised agreement in place of this Agreement or, at its option exercised within fifteen days after receiving notice of such amendment, terminate this Agreement immediately by giving written notice to Registry Operator. In the event that Registry Operator does not receive such executed amendment or notice of termination from Registrar within such fifteen day period, Registrar shall be deemed to have terminated this Agreement effective immediately.

8.2. Termination. This Agreement may be terminated as follows:

8.2.1. Termination For Cause. In the event that either party materially breaches any of its obligations under this Agreement and such breach is not substantially cured within thirty

calendar days after written notice thereof is given by the other party, then the non-breaching party may, by giving written notice thereof to the other party, terminate this Agreement as of the date specified in such notice of termination.

8.2.2. Termination at Option of Registrar. Registrar may terminate this Agreement at any time by giving Registry Operator thirty days notice of termination.

8.2.3. Termination Upon Loss of Registrar's Accreditation. This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.

8.2.4. Termination in the Event of Termination of Registry Agreement. This Agreement shall terminate in the event that Registry Operator's Registry Agreement with ICANN is terminated or expires without entry of a subsequent Registry Agreement with ICANN and this Agreement is not assigned under Subsection 9.1.1.

8.2.5. Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement if the other party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a party seeking relief, reorganization or arrangement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a party's property or assets or the liquidation, dissolution or winding up of a party's business.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Registry Operator will complete the registration of all domain names processed by Registrar prior to the effective date of such expiration or termination, provided that Registrar's payments to Registry Operator for Fees are current and timely.

8.3.2. Registrar shall immediately transfer its sponsorship of Registered Names to another ICANN-accredited registrar in compliance with any procedures established or approved by ICANN.

8.3.3. All Confidential Information of the Disclosing Party in the possession of the Receiving Party shall be immediately returned to the Disclosing Party.

8.3.4. All fees owing to Registry Operator shall become immediately due and payable.

8.4. Survival. In the event of termination of this Agreement, the following shall survive: (i) Subsections 2.6, 3.5, 5.1, 5.2, 6.1, 6.2, 7.1, 8.3.3, 8.3.4, 8.4, 9.2, 9.3.3, 9.5, 9.6, 9.8, 9.9, 9.10, and 9.13 and (ii) the Registered Name Holder's indemnification obligation under Subsection 3.4. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

9. MISCELLANEOUS

9.1. Assignments.

9.1.1. Assignment to Successor Registry Operator. In the event the Registry Operator's Registry Agreement is terminated (and such termination is deemed final under the Registry Agreement) or expires without entry by Registry Operator and ICANN of a subsequent registry agreement, Registry Operator's rights under this Agreement may be assigned to a company with a subsequent registry agreement covering the Registry TLD upon ICANN's giving Registrar written notice within sixty days of the termination or expiration, provided that the subsequent registry operator assumes the duties of Registry Operator under this Agreement.

9.1.2. Assignment in Connection with Assignment of Agreement with ICANN. In the event that Registry Operator's Registry Agreement with ICANN for the Registry TLD is validly assigned, Registry Operator's rights under this Agreement shall be automatically assigned to the assignee of the Registry Agreement, provided that the assignee assumes the duties of Registry Operator under this Agreement. In the event that Registrar's accreditation agreement with ICANN for the Registry TLD is validly assigned, Registrar's rights under this Agreement shall be automatically assigned to the assignee of the accreditation agreement, provided that the subsequent registrar assumes the duties of Registrar under this Agreement.

9.1.3. Other Assignments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the parties. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

9.2. Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by telecopier during business hours) to the address or telecopier number set forth beneath the name of such party below, unless party has given a notice of a change of address in writing:

If to Registrar:

with copy to:

If to Registry Operator:

NeuStar, Inc.
46000 Center Oak Plaza
Sterling, VA 20166
Attn: Senior Director, Law, Advanced Services and Business Development

with a copy to:

NeuStar, Inc.
46000 Center Oak Plaza

Sterling, VA 20166
Attn: General Counsel

9.3. Representations and Warranties.

9.3.1. **Registrar.** Registrar represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the law of its jurisdiction of formation or organization, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, (3) it is, and during the Term of this Agreement will continue to be, accredited by ICANN or its successor, (4) the execution, performance and delivery of this Agreement has been duly authorized by Registrar, (5) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registrar in order for it to enter into and perform its obligations under this Agreement.

9.3.2. **Registry Operator.** Registry Operator represents and warrants that: (1) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement,

(3) the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator, and (4) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.

9.3.3. **Disclaimer of Warranties.** THE EPP, APIs, REGISTRY TOOLKIT, REGISTRY SYSTEM AND ANY COMPONENT THEREOF ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. REGISTRY OPERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. REGISTRY OPERATOR DOES NOT WARRANT THAT THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL MEET REGISTRAR'S REQUIREMENTS, OR THAT THE OPERATION OF EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF WILL BE CORRECTED. FURTHERMORE, REGISTRY OPERATOR DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE EPP, APIs, REGISTRAR TOOLKITS, REGISTRY SYSTEM OR ANY COMPONENT THEREOF OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. SHOULD THE EPP, APIs, REGISTRAR TOOLKITS, THE REGISTRY SYSTEM OR ANY COMPONENT THEREOF PROVE DEFECTIVE, REGISTRAR ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF REGISTRAR'S OWN SYSTEMS AND SOFTWARE.

9.4. Insurance. During the Term of this Agreement, and any renewal Terms, Registrar shall have in place at least US \$1,000,000 in comprehensive legal liability insurance from a reputable insurance provider with a rating equivalent to an A.M. Best rating of "A" or better. Registrar shall provide a copy of the insurance policy to Registry Operator upon Registry Operator's reasonable request.

9.5. Third-Party Beneficiaries. The Parties expressly agree that ICANN is an intended third-party beneficiary of this Agreement. Otherwise, this Agreement shall not be construed to create any obligation by either party to any non-party to this Agreement, including any holder of a Registered Name. Registrar acknowledges that nothing in this Agreement, including those requirements in this Agreement that incorporate the Registry Agreement, shall confer upon Registrar the status of an intended third-party beneficiary to the Registry Agreement.

9.6. Relationship of the Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership or a joint venture between the parties.

9.7. Force Majeure. Neither party shall be liable to the other for any loss or damage resulting from any cause beyond its reasonable control (a "Force Majeure Event") including, but not limited to, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government or other competent authority, compliance with any statutory obligation or executive order, industrial disputes of any kind (whether or not involving either party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, equipment or facilities shortages which are being experienced by providers of telecommunications services generally, or other similar force beyond such Party's reasonable control, and acts or omissions of persons for whom neither party is responsible. Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with either party's performance of this Agreement, such party shall be excused from performance of its obligations (other than payment obligations) during the first six months of such interference, provided that such party uses best efforts to avoid or remove such causes of nonperformance as soon as possible.

9.8. Amendments. Except as otherwise provided herein, no amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties.

9.9. Waivers. No failure on the part of either party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of either party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.10. Attorneys' Fees. If any legal action or other legal proceeding (including arbitration) relating to the performance under this Agreement or the enforcement of any provision of this Agreement is brought against either Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

9.11. Construction. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.12. Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

9.13. Entire Agreement. This Agreement (including its exhibits, which form a part of it) constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

9.14. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

NeuStar, Inc.	[Registrar]
By:	By:
Name:	Name:
Title:	Title:

Exhibit A
Registrar Tool Kits

The Registry ToolKit includes:

- Reference client implementations:
 - Java
 - Language bindings
 - Interface Definition Language (IDL)
- Interface definition:
 - ABNF

- XML schema
- Registry Operational Profile (our extensions)
- Authentication and Encryption guidelines
- Epp "feature freeze" drafts
- Epp test plan and coverage matrix
- Java, API documentation

Exhibit B

Engineering and Customer Service Support

During the Term of this Agreement, Registry Operator will provide reasonable telephone and electronic customer support to Registrar, not Registered Name holders or prospective customers of Registrar, for non-technical issues solely relating to the Registry System and its operation. Registry Operator will provide Registrar with a telephone number and e-mail address for such support during implementation of the EPP, APIs and Software. While e-mail and FAQs are the primary method of help, Registry Operator will provide support on a 7-day/24-hour basis.

The Registry Operator provides a clear, concise and efficient deliberation of customer support responsibilities. Registrars provide support to registrants and registries provide support for Registrars. This allows the Registry to focus its support on the highly technical and administratively complex issues that arise between the Registry and the Registrar.

Technical Help Systems

NeuStar will provide the Registrars with the following types of technical support:

- Web-based self-help services, including:
 - Frequently asked questions
 - Downloads of EPP client software
 - Support for email messaging
- Telephone support from our central Help Desk
- Fee-based consulting services.

Web Portal

Registry Operator will implement a secure Web-based portal to help support registrar operations. To obtain access to our Web-based services, a registrar must register his registrants with us, and must have implemented our security features, including SSL encryption, log in with user ID and password, and digital certificates for authentication. The home page of the web portal will include a notice to registrars of planned outages for database maintenance or installation of software upgrades. This notification will be posted 30 days prior to the event in addition to active notification including phone calls and email. We will also record outage notifications in the help desk database to facilitate compliance with the service-level agreement. Finally, seven days and again two days prior to the scheduled event, we will use both an email and a Web-based notification to remind registrars of the outage.

Non-affiliated registrars and the general Internet community may obtain generic information from NeuStar's public Web site, which will describe our TLD service offerings and list ICANN-certified registrars providing domain-name services.

Central Help Desk

In addition to implementing the Web site, we will provide telephone support to our registrars through our central Help Desk. Access to the help desk telephone support is through an automatic call distributor that routes each call to the next available customer support specialist. We will authenticate callers by using caller ID and by requesting a pre-established pass phrase that is different for each registrar. Requests for assistance may also come to the Help Desk via email, either directly or via the secure Web site. The Help Desk's three tiers of support are:

Tier-1 Support. Telephone support to registrars who normally are calling for help with customer domain-name problems and such other issues such as EPP implementation or billing and collection. Problems that can't be resolved at Tier 1 are escalated to Tier 2.

Tier-2 Support. Support provided by members of the technical support team, who are functional experts in all aspects of domain-name registration. In addition to resolving escalated Tier 1 problems with EPP implementation and billing and collection, Tier 2 staff provides technical support in system tuning and workload processing.

Tier 3 Support. Complex problem resolution provided by on-site maintenance technicians, third party systems and software experts, and vendors, depending on the nature of the problem.

In turn, the Help Desk uses an automated software package to collect call statistics and record service requests and trouble tickets in a help desk database. The help desk database documents the status of requests and tickets, and notifies the Help Desk when an SLA threshold is close to being breached. Each customer-support and technical support specialist uses our problem management process to respond to trouble tickets with a troubleshooting, diagnosis, and resolution procedure and a root-cause analysis.

Escalation Policy

Our escalation policy defines procedures and timelines for elevating problems either to functional experts or to management for resolution if they not resolved within the escalation-policy time limits. The following table is an overview of our escalation policy.

Level	Description	Escalation Policy	Notification
I	Catastrophic outage affecting overall registry operations	Data-center manager escalates to NeuStar management and Disaster-Recovery Team if	Web portal and e-mail notifications to all Registrars

		not resolved in 15 minutes	within 15 minutes; updates every 30 minutes
II	Systems outage affecting one or two registrar sessions but not the entire system	Systems engineer escalates to data-center manager if not resolved in one hour	Web-portal notification to all registrars; hourly updates
III	Technical questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved in two hours	Hourly updates to registrar via e-mail
IV	Basic questions	Help Desk customer-support specialist escalates to the systems engineer if not resolved within four hours	Hourly updates to registrar via e-mail

Staffing

Registry Operator will staff its Help Desk with a complement of customer service specialists. We will add staff as necessary to respond to incoming requests within the service-level agreement. Customer-service specialists will obtain assistance from Registry Operator's technical staff for any problems that cannot be resolved in one phone call.

Test and Evaluation Facility

Registry Operator will establish an operational test-and-evaluation facility that will be available for Registrars to test their client EPP system. Our technical-support team, which consists of functional experts in the processes and technologies for domain-name registration, supports the registrars' testing.

Once each new Registrar is satisfied that its system is compatible with the registry system, it will schedule a formal acceptance test that will be monitored by our system engineer. After a registrar

has passed the acceptance test, we will issue its user id, passwords, and digital certificates, and the Registrar can begin operations.

Customer Satisfaction Survey

To determine Registrars' satisfaction with Registry Services, Registry Operator will implement a Web-based customer-satisfaction survey that will consist of a set of survey questions with responses ranging from one to five on the Likert Scale. We will tabulate the results and publish them on the Web site.

To further verify the quality of our customer services, Registry Operator will commission a biannual customer-satisfaction survey by an independent third party.

Exhibit C
Registrar's Registration Agreement
[To be supplied by Registrar]

Exhibit D
Registry Operator's Operational Standards, Policies, Procedures and Practices

I. Registration Requirements

Before the Registry Operator will accept applications for registration from Registrar, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with the Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement") and this Agreement. Such electronic or paper registration agreement shall include, at a minimum, the following certifications:
 - a) The data provided in the domain name registration application is true, correct, up to date and complete; and
 - b) The registrant will keep the information provided above up to date.
2. Certify in the Registration Agreement that to the best of its knowledge:
 - a) The registered domain name will be used primarily for bona fide business or commercial purposes and not (i) exclusively for personal use; or (ii) solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation.
 - b) The domain name registrant has the authority to enter into the registration agreement; and
 - c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or
3. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering abcsucks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose);
3. Using the domain name for the submission of unsolicited bulk e-mail, phishing, pharming or other abusive or fraudulent purposes.

II. Incorporation of .Biz Dispute Resolution Services

In addition, Registrar agrees to incorporate the following text (or translation of such text into relevant language) into their Registration Agreement:

"The Registrant acknowledges having read and understood and agrees to be bound by the terms and conditions of the following documents, as they may be amended from time to time, which are hereby incorporated and made an integral part of this Agreement:

(i) The Uniform Domain Name Dispute Resolution Policy, available at _____
<URL>; and

(ii) The Restrictions Dispute Resolution Criteria and Rules, available at _____
<URL>."

The UDRP sets forth the terms and conditions in connection with a dispute between a Registrant and any party other than the Registry Operator or Registrar over the registration and use of an Internet domain name registered by Registrant.

The RDRP sets forth the terms under which any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced on a case-by-case, fact specific basis by an independent ICANN-accredited dispute provider. None of the violations of the Restrictions will be enforced directly by or through Registry Operator. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the UDRP processes.

III. Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion; (1) to protect the integrity and stability of the registry; (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (3) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors, employees and stockholders; (4) for violations of this Agreement and its Exhibits; or (5) to correct mistakes made by Registry Operator or any Registrar in connection with a domain name registration. Registry Operator also reserves the right to lock or place on hold a domain name during resolution of a dispute.

Exhibit E **Registration Fees**

- Initial Registration. Registrar agrees to pay the non-refundable amounts as set forth below:

Initial Registration Fee (Per Domain Name)
US \$5.30

- Renewal Fees. Registrar agrees to pay the non-refundable amounts as set forth below:

Renewal Fee (Per Domain Name)
US \$5.30

- Fees for Transfers of Sponsorship of Domain-Name Registrations

Where the sponsorship of a domain name is transferred from an ICANN-Accredited Registrar to another ICANN-Accredited Registrar, other than an ICANN approved bulk transfer, Registry Operator may require the registrar receiving the sponsorship to request a renewal of one year for the name. In connection with that extension, Registry Operator may charge a Renewal Fee for the requested extension as provided in the renewal schedule set forth above. The transfer shall result in an extension according to the renewal request, subject to a ten-year maximum on the future term of any domain-name registration. The Renewal Fee shall be paid in full at the time of the transfer by the ICANN-Accredited Registrar receiving sponsorship of the domain name.

For a bulk transfer approved by ICANN, Registry Operator will charge the gaining registrar US \$0 (for transfers of 50,000 names or fewer) or US\$50,000 (for transfers of more than 50,000 names).

- Fee for Restoring Deleted Domain Name Registrations.

Registry Operator may charge registrars the following maximum price for each Registered Name that is restored pursuant to the Redemption Grace Period Policy set forth in Appendix 7 to the Registry Agreement:

- The cost of restoring an unintentionally deleted domain name in the Redemption Grace Period must not exceed US \$40.00 per domain name.
- Registry Operator will waive the fee for restoring any Registered Name that was deleted, contrary to the wishes of the Registered Name Holder, as the result of a mistake of the Registry Operator.
- Note: the fee for restoring deleted names is separate from, and in addition to, any Renewal Fees that may be charged as set forth above.
- Fee for disproportionate deletes during Add Grace Period.

Registry Operator reserves the right to increase the Fees set forth above prospectively upon six months advance notice to Registrar.

Exhibit F
Performance Specifications

[INSERT FROM REGISTRY AGREEMENT]



.BIZ Agreement Appendix 9 Approved Services (TBD)

The Registry Agreement specifies a "Process for Consideration of Proposed Registry Services." The following services are specifically identified as having been approved by ICANN prior to the effective date of the Registry Agreement. As such, notwithstanding any other provisions of the Registry Agreement, NeuStar shall be free to deploy the following services:

- Internationalized Domain Names, in accordance with the Letter from Richard Tindal to Paul Twomey dated July 29, 2004; and
- Redemption Grace Period.



.BIZ Agreement Appendix 10 Service Level Agreement (SLA) (TBD)

Registry Operator and ICANN agree to engage in good faith negotiations to replace this Appendix 10 with a Service Level Agreement equivalent to that of the Service Level Agreement for new gTLD registry operators within 90 days after the final new gTLD Registry Agreement has been approved by the ICANN Board of Directors.

Definitions

- 1.1. **DNS.** Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.
- 1.2. **DNSSEC proper resolution.** There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.
- 1.3. **EPP.** Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.
- 1.4. **IP address.** Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.
- 1.5. **Probes.** Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.
- 1.6. **RDDS.** Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services.
- 1.7. **RTT.** Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.
- 1.8. **SLR.** Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2. Service Level Agreement Matrix

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)
	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

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

3. DNS

3.1. **DNS service availability.** Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from “**DNS tests**” to each of their public-DNS registered “**IP addresses**” to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

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

3.3. **UDP DNS resolution RTT.** Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.4. **TCP DNS resolution RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only

one DNS query. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

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

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

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

3.8. **Measuring DNS parameters.** Every minute, every DNS probe will make an UDP or TCP “**DNS test**” to each of the public-DNS registered “**IP addresses**” of the name servers of the domain name being monitored. If a “**DNS test**” result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

3.9. **Collating the results from DNS probes.** The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.10. **Distribution of UDP and TCP queries.** DNS probes will send UDP or TCP “**DNS test**” approximating the distribution of these queries.

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

4. **RDDS**

4.1. **RDDS availability.** Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as

unavailable during a given time, the RDDS will be considered unavailable.

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

4.3. **Web-based-WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

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

4.5. **RDDS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

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

4.7. **Measuring RDDS parameters.** Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered “**IP addresses**” of the servers for each RDDS service of the TLD being monitored and make an “**RDDS test**” to each one. If an “**RDDS test**” result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8. **Collating the results from RDDS probes.** The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

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

5. EPP

5.1. **EPP service availability.** Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have

credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with “**EPP command RTT**” 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

5.2. **EPP session-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. **EPP query-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. **EPP transform-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

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

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

5.7. **Measuring EPP parameters.** Every 5 minutes, EPP probes will select one “**IP address**” of the EPP servers of the TLD being monitored and make an “**EPP test**”; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an “**EPP test**” result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

5.8. **Collating the results from EPP probes.** The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation

no fault will be flagged against the SLRs.

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

6. **Emergency Thresholds**

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for the TLD, may (at ICANN's discretion) cause the emergency transition of the TLD as specified in Section 3.6 of this Agreement .

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement caused by data escrow.

7. **Emergency Escalation**

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

7.1. **Emergency Escalation initiated by ICANN**

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Appendix, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the

commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. **Emergency Escalation initiated by Registrars**

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. **Notifications of Outages and Maintenance**

In the event that a Registry Operator plans maintenance, they will provide related notice to the ICANN emergency operations department, at least, 24 hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per their contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. **Covenants of Performance Measurement**

8.1. **No interference.** Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Appendix as it would do with any other request from Internet users (for DNS and RDDS) or registrars (for EPP).

8.2. **ICANN testing registrar.** Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLRs** described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

8.3. **Publishing of SLA measurements.** Registry Operator agrees that ICANN may publish on its website for each SLR whether Registry Operator met the applicable performance measurement as set forth in this Appendix 10 ("**Threshold Measurements**").

Additionally, ICANN agrees that it shall use commercially reasonable efforts to provide Registry Operator with a monthly report within twenty (20) calendar days following the end of each calendar month, describing in reasonable detail each of the performance measurements and testing performed by ICANN during such month with regard to the TLD and the SLRs described in this Appendix 10 (such reports and the data set forth therein, the “**Measurements Data**”). Except for Threshold Measurements, ICANN shall not publish Registry Operator’s Measurements Data until Registry Operator provides written consent to ICANN to publish the Measurements Data, which such consent shall be binding on Registry Operator. In the event that Registry Operator disputes the Measurements Data, ICANN shall publish the Registry Operator’s response to such Measurements Data alongside the Measurements Data itself.



.BIZ Agreement Appendix 11

.biz Registration Restrictions

(8 December 2006)

Restrictions

Registrations in the .biz TLD will be subject to the following restrictions:

1. Registrations in the .biz TLD must be used or intended to be used primarily for bona fide business or commercial purposes; and
2. Registrations in the .biz TLD must comply with the Uniform Dispute Resolution Policy ("UDRP"), as adopted and as may be amended by the Internet Corporation of Assigned Names and Numbers.

For purposes of the .biz Registration Restrictions ("Restrictions"), "bona fide business or commercial use" shall mean the bona fide use or bona fide intent to use the domain name or any content, software, materials, graphics or other information thereon, to permit Internet users to access one or more host computers through the DNS:

1. To exchange goods, services, or property of any kind;
2. In the ordinary course of trade or business; or
3. To facilitate (i) the exchange of goods, services, information, or property of any kind; or, (ii) the ordinary course of trade or business.

Registering a domain name solely for the purposes of (1) selling, trading or leasing the domain name for compensation, or (2) the unsolicited offering to sell, trade or lease the domain name for compensation shall not constitute a "bona fide business or commercial use" of that domain name.

For illustration purposes, the following shall not constitute a "bona fide business or commercial use" of a domain name:

1. Using or intending to use the domain name exclusively for personal, noncommercial purposes; or
2. Using or intending to use the domain name exclusively for the expression of noncommercial ideas (i.e., registering xxxsucks.biz exclusively to criticize or otherwise express an opinion on the products or services of ABC company, with no other intended business or commercial purpose);
3. Using the domain name for the submission of unsolicited bulk e-mail, phishing, pharming or other abusive or fraudulent purposes.

Violations

It will be a violation of the Restrictions for an Applicant to:

1. register and use a domain name contrary to the UDRP; or
2. use the registered domain name in a manner inconsistent with the definition of "business or commercial use" contained herein.

Violations of the Restrictions may be grounds for cancellation of a registered .biz domain name, pursuant to the enforcement mechanism discussed below.

Enforcement

A violation of the Restrictions will be enforced on a case-by-case, fact specific basis under the processes set forth below:

1. Any allegation that a domain name is not used primarily for business or commercial purposes shall be enforced under the provisions of the Restrictions Dispute Resolution Process ("RDRP") as set forth below.
2. Any alleged violation of the UDRP shall be enforced under the provisions contained therein.

Except as set forth in the "Reservation" clause below, none of the violations of the Restrictions will be enforced directly by or through Registry Operator. The RDRP and UDRP will be made applicable by the ICANN-Accredited Registrars' registration agreements with registrants. Proceedings under the RDRP and UDRP, must be brought by interested third parties in accordance with the policies and procedures set forth below. Registry Operator will not review, monitor, or otherwise verify that any particular domain name is being used primarily for business or commercial purposes or that a domain name is being used in compliance with the UDRP process.

Registration Requirements

Before the Registry Operator will accept applications for registration, all domain name applicants in the .biz TLD ("Applicants") must:

1. Enter into an electronic or paper registration agreement with an ICANN-Accredited Registrar ("Registrar"), in accordance with the ICANN Registrar Accreditation Agreement ("Accreditation Agreement") and the Registry-Registrar Agreement. Such electronic or paper registration agreement shall include the following certifications:

- a) The data provided in the domain name registration application is true, correct, up to date and complete; and
- b) The registrant will keep the information provided above up to date.

2. As part of a domain name registration application, the Applicant must certify that to the best of its knowledge:

- a) The registered domain name will be used in a manner consistent with the Restrictions above;
- b) The domain name registrant has the authority to enter into the registration agreement; and
- c) The registered domain name is reasonably related to the registrant's business or intended commercial purpose at the time of registration.

Failure to comply with the above will result in failure of the Registry Operator to process an Applicant's

domain name application.

Reservation

Registry Operator reserves the right to deny, cancel, place on registry-lock or hold, or transfer any registration that it deems necessary, in its discretion, (i) to protect the integrity and stability of the registry, (ii) to comply with any applicable laws, government rules or requirements, requests of law enforcement, (iii) in compliance with any dispute resolution process, (iv) to enforce, at its sole discretion, any of the Restrictions above, or (vi) to avoid any liability, civil or criminal, on the part of Registry Operator, as well as its affiliates, subsidiaries, officers, directors and employees. Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.