

# Summary of Changes to the .COM Registry Agreement

---

Section	Revised Language	Explanation
1.1	<u>Effective Date</u> . The <del>effective date</del> (“Effective Date”) for purposes of this Agreement shall be <del>March 2006</del> <u>December 1, 2012</u> .	Updated to reflect effective date of new term.
1.3	<u>Designation as Registry Operator</u> . Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to <del>recognize</del> <u>designate</u> VeriSign, Inc. as the sole registry operator for the TLD (“Registry Operator”)	Updated to reflect current terminology.
2.1(b)	<u>Statements made During Negotiation Process</u> . The factual statements made in writing by <del>Registry Operator</del> <u>both parties</u> in negotiating this Agreement were true and correct in all material respects at the time made. A violation or breach of <del>any such representation or warranty</del> <u>this subsection</u> shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.	Conformed to the Registry Agreements for 5 largest TLDs pursuant to Section 4.2 of current .COM Registry Agreement.
3.1(b) (i)	At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at <a href="http://www.icann.org/en/general/consensus-policies.htm">http://www.icann.org/en/general/consensus-policies.htm</a> , as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN’s Bylaws and as set forth below.	Updated URL Reference
3.1(b)(iii)	For all purposes under this Agreement, the policies identified at <a href="http://www.icann.org/en/general/consensus-policies.htm">http://www.icann.org/en/general/consensus-policies.htm</a> shall be treated in the same manner and have the same effect as “Consensus Policies.”	Updated URL Reference
3.1(b)(v)(C)	<del>for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;</del>	Removal of out of date language
Section 3.1(c)	Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated	Updated to reflect implementation of DNSSEC

	<p>date, creation date, expiration date, status information, and DNSSEC delegation signer (“DS”) data <del>(if Registry Operator implements DNSSEC)</del>; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; and, (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.</p>	
3.1(c)(iv)	<p><u>Monthly Reporting.</u> Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. <del>ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data</del></p>	Deleted language replaced with New Section 3.4

	<del>provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.</del>	
3.1(d)(ii)	Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, <del>which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.</del>	Deleted language replaced with Section 3.4.  Updated references
3.1(d)(iii)	<u>Registry Services</u> . 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 .com registry as of <a href="#">March 31, 2006</a> , as the <del>Effective Date</del> <a href="#">case may be</a> ; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (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. Only Registry Services defined in (a) and (b) above are subject to the maximum price provisions of Section 7.3, below.	Updated references.
3.1(f)	<u>Traffic Data</u> . Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and <del>health</del> <a href="#">Security and Stability</a> of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts, and promoting the sale of domain names;	Language conformed to Top 5 Registry Agreements pursuant to Section 4.2 and revised to clarify restrictions on wildcard functions.

	<p>provided, however, that such use does not disclose domain name registrant, end user information or other Personal Data as defined in Section 3.1(c)(ii) for any purpose not otherwise authorized by this agreement. <u>In this regard, in the event the TLD registry is a "thick" registry model, the traffic data that may be accessible to and used by Registry Operator shall be limited to the data that would be accessible to a registry operated under a "thin" registry model. The process for the introduction of new Registry Services shall not apply to such traffic data.</u> The process for the introduction of new Registry Services shall not apply to such traffic data. Nothing contained in this <del>section</del><u>Section</u> 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to a re-introduction by Registry Operator of the SiteFinder service previously introduced by the Registry Operator on or about September 15, 2003, or the introduction of any <del>substantially similar</del><u>other</u> service employing a universal wildcard function <del>intended to achieve the same or substantially similar effect as the SiteFinder service,</del> <u>except that this sentence shall not prohibit the provision of nameservice or any other non-registry service for a domain or zone used for other than registration services to unaffiliated third parties by a single entity (including its affiliates) for domain names registered through an ICANN-accredited registrar.</u> To the extent that traffic data subject to this provision is made available, access shall be on terms that are non-discriminatory.</p>	
<p>3.4 (NEW)</p>	<p><u>(a) ICANN may from time to time (not to exceed once per calendar quarter) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article II of this Agreement and its covenants contained in Article III of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than five (5) business days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry</u></p>	<p>Audit provisions expanded to allow for more robust ICANN compliance efforts.</p>

	<p><u>Operator with its covenants contained in Section 3.1.</u></p> <p><u>(b) Any audit conducted pursuant to Section 3.4(a) will be at ICANN's expense, unless (i) the audit relates to Registry Operator's compliance with Section 3.1(c)(iv) and such audit reveals a material discrepancy or discrepancies in the data provided by Registry Operator, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% to ICANN's detriment. In either such case of (i) or (ii) above, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit and such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.</u></p>	
4.1	<p>The initial term of this Agreement shall expire on November 30, <del>2012</del><u>2018</u>. The "Expiration Date" shall be November 30, <del>2012</del><u>2018</u>, as extended by any renewal terms.</p>	<p>Updated language to reflect renewal term</p>
5.3	<p>ICANN's aggregate monetary liability for violations of this Agreement shall not exceed <del>the</del><u>an</u> amount <del>of</del><u>equal to the</u> Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to <u>an amount equal to the</u> fees and monetary sanctions, <u>if any</u>, due and owing to ICANN under this Agreement <u>within the preceding twelve month period</u>. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.3 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.</p>	<p>Revised to clarify calculation of limitation on liability and to conform to Registry Agreements for 5 largest TLDs pursuant to Section 4.2</p>
6.3	<p>Upon any termination of this Agreement as provided in</p>	<p>Corrected Section</p>

	<p>Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section <del>6.4</del><u>6.3</u>. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.</p>	Reference
7.1(a)	<p>Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. <u>Subject to Section 7.1(d)</u>, Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following</p>	Updated cross reference to give effect to new provision
Section 7.1(b)	<p><u>Registry Operator Shall Not Act as Own Registrar.</u> Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar. <u>In addition, where there is an imminent threat to the Security and Stability of the TLD or the Internet, this provision shall not preclude Registry Operator, for the purpose of protecting the Security and Stability of the TLD or the Internet, from temporarily preventing the registration of one or more names; provided, as soon as practicable but no later than 3 business days of taking such action, Registry Operator provides ICANN with a written notice of such action, which notice shall list all affected names, state the expected length of time that such names will not be available for registration, and explain why Registry Operator took such action. The contents of such notice shall be treated as confidential to the extent permitted by law. If ICANN disagrees with such action, it will instruct Registry Operator to release such names and Registry Operator shall immediately release such names upon receipt of such written instructions from ICANN.</u></p>	The additional language was added to allow Verisign to take quick action to respond to certain malicious activities (i.e. Conficker) that pose an imminent threat to the security and stability of the .com TLD and the Internet
7.1(d) (NEW)	<u>Compliance Actions. Registry Operator acknowledges</u>	Added to

	<p><u>that all ICANN-accredited registrars must enter into a registrar accreditation agreement (“RAA”) with ICANN and ICANN may take certain compliance actions in response to an emergency or in accordance with the terms of the RAA, including suspension or termination of a registrar’s accreditation or suspension of a registrar’s ability to create new registered names or initiate inbound transfers of registered names. ICANN may require Registry Operator to take specific actions consistent with ICANN’s authority under the terms of the RAA to: (i) suspend or terminate a registrar’s ability to create new registered names or (ii) transfer registered names to a registrar designated by ICANN.</u></p>	<p>strengthen ICANN’s compliance function and to facilitate registrar suspensions and terminations under the Registrar Accreditation Agreement</p>
<p>7.2(a)</p>	<p><del>(a) <b>Initial Fees.</b> On the Effective Date, Registry Operator shall make a one-time lump sum payment of US\$625,000 to an account designated by ICANN. The uses of these initial fees shall include meeting the costs associated with establishing structures to implement the provisions of this Agreement.</del></p> <p><del>(b) <b>Fixed Registry- Level Fee Fees.</b> As of the Effective Date, Registry Operator shall pay ICANN, a Registry-Level Transaction Fee equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another), during the applicable calendar quarter multiplied by US\$0.25. Registry Operator shall pay the Registry-Level Transaction Fee by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN, a Fixed Registry-Level Fee as provided below. Payments shall be made as follows: Beginning 1 July 2006 through 31, December 2006, Registry Operator shall begin prepayment of the 2007 Fixed pay an amount equal to the prorated “ICANN Fixed Registry Fee” that would have otherwise been due for the quarter under the Registry Agreement dated March 1, 2006 by and between ICANN and Registry Operator, as amended, plus the prorated Registry-Level Transaction Fee in equal monthly payments such that the total payments per quarter is US\$1,500,000. Beginning 1 January 2007, equal monthly payments for quarters ended 31 March 2007 and 30 June 2007 shall be paid such that the total payments per quarter, calculated net of the prepayments during the quarters ended 30 September 2006 and 31 December 2006, is US\$1,500,000. Beginning 1 July 2007, equal monthly payments for quarters ended 30 September 2007, 31 December 2007,</del></p>	<p>Revised fee structure replaces lump sum fee with transaction based fee equal to \$0.25 per transaction.</p>

	<p><del>31 March 2008, and 30 June 2008, shall be paid such that the total payments per quarter is US\$2,000,000. Beginning 1 July 2008, equal monthly payments will increase such that the total payments per quarter will equal US\$3,000,000. Equal monthly payments shall continue such that the total payment per quarter will equal US\$3,000,000 except that after 1 July 2009: (i) if the total number of annual domain name registrations increases by a total of ten million over the total number of domain name registrations on <a href="#">under this Agreement for the period from the Effective Date of the Agreement</a>, the equal monthly payments shall increase by an amount totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; (ii) if the total number of annual domain name registrations increases by a total of twenty million over the total number of domain name registrations at the time of the Effective Date of the Agreement, the equal monthly payments shall increase by an amount in addition to that set forth in 7.2(a)(i), totaling \$750,000 per quarter, for each quarter that the increased level of annual domain name registrations is maintained; provided, however, if at any time after the Effective Date, the total number of annual domain name registrations falls below the total number of domain name registrations on the Effective Date of the Agreement, or, if applicable, the total number of annual domain name registrations in 7.2(a)(i) and 7.2(a)(ii) above, the equal monthly payments shall be reduced by US\$25,000 per month for every 1 million annual domain name registrations reduction: <a href="#">through December 31, 2012</a>.</del></p>	
7.2(b)(ii)	<p>The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, <del>but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.</del></p>	<p>Updated to allow ICANN Board to set per-registrar component of Variable Registry-Level Fee without regard to outdated budget.</p>
7.3(c) and (d)	<p>(c) <u>Price for Registry Services.</u> The price for all Registry Services subject to this <del>Paragraph</del><a href="#">Section 7.3</a> shall be the amount, not to exceed the Maximum Price, that Registry Operator charges for each annual increment of a new and renewal domain name registration and for each transfer of a domain name registration from one ICANN-accredited registrar to another.</p> <p>(d) <u>Maximum Price.</u> The Maximum Price for Registry Services subject to this <del>Paragraph</del><a href="#">Section 7.3</a> shall be as follows:</p>	<p>Updated language to reflect current pricing.</p> <p>Conformed language</p>



	<p>(i) from the Effective Date through 31 December <del>2006</del><u>2012</u>, US \$<del>6.00</del><u>7.85</u>;</p> <p>(ii) for each calendar year beginning with 1 January <del>2007</del><u>2013</u>, the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07; provided, however, that such increases shall only be permitted in four years of any six year term of the Agreement. In any year, however, where a price increase does not occur, Registry Operator shall be entitled to increase the Maximum Price by an amount sufficient to cover any additional incremental costs incurred during the term of the Agreement due to the imposition of any new Consensus Policy or documented extraordinary expense resulting from an attack or threat of attack on the Security or Stability of the DNS, not to exceed the smaller of the preceding year's Maximum Price or the highest price charged during the preceding year, multiplied by 1.07.</p>	
8.1(NEW)	<p><u>(a) Registry Operator shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) ICANN's reliance, in connection with its decision to delegate the TLD to Registry Operator or to enter into this Agreement, on information provided by Registry Operator in its application for the TLD; (b) Registry Operator's establishment or operation of the registry for the TLD; (c) Registry Operator's provision of Registry Services; (d) collection or handling of Personal Data by Registry Operator; (e) any dispute concerning registration of a domain name within the domain of the TLD for the registry; and (f) duties and obligations of Registry Operator in operating the registry for the TLD; provided that Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct of ICANN. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.</u></p>	<p>Language conformed to the Top 5 Registry Agreements pursuant to Section 4.2. Added carve out to Verisign indemnification obligation for ICANN willful misconduct.</p>

	<p><u>(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Section 7.2 hereof for any applicable quarter) by the total number of domain names under registration within all TLDs for which the registry operators thereof that are engaging in the same acts or omissions giving rise to such claim. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims above, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in 8.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.</u></p>	
8.2 (NEW)	<p><u>Indemnification Procedures. If ICANN receives notice of any third-party claim that is indemnified under Section 8.1 above, ICANN shall promptly notify Registry Operator of such claim. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of</u></p>	Language conformed to the Top 5 Registry Agreements pursuant to Section 4.2.

	<a href="#"><u>Registry Operator.</u></a>	
8.5 (Formerly 8.3)	<p><u>Assignment and Subcontracting.</u> Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party, <a href="#"><u>which shall not be unreasonably withheld.</u></a> Notwithstanding the foregoing, ICANN may assign this Agreement <del>(i)</del> in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, <del>or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time.</del> Registry Operator must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.</p>	Language conformed to the Top 5 Registry Agreements pursuant to Section 4.2
8.8 (formerly 8.6)	<p>Section 1.1 <u>Notices, Designations, and Specifications.</u> All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.</p>	Verisign contact information updated

	<p>If to ICANN, addressed to:</p> <p>Internet Corporation for Assigned Names and Numbers  4676 Admiralty Way, Suite 330  Marina Del Rey, California 90292  Telephone: 1-310-823-9358  Facsimile: 1-310-823-8649  Attention: President and CEO  With a Required Copy to: General Counsel  Email: (As specified from time to time.)</p> <p>If to Registry Operator, addressed to:</p> <p>VeriSign, Inc.  <a href="#">12061 Bluemont Way,</a>  <a href="#">Reston, Virginia 20190</a>  <del>21355 Ridgetop Circle</del></p> <p><del>Dulles, VA 20166</del></p> <p>Telephone: 1-703-948-<del>4463</del><a href="#">4524</a>  Facsimile: 1-703-450-7326  Attention: VP, Associate General Counsel, <a href="#">VNDS Naming</a>  With a Required Copy to: General Counsel  Email: (As specified from time to time.)</p>	
--	---	--

## Appendices

No changes are being made to Appendices 1 , 2, 3, 6, 8 and 9 in connection with the renewal.

**Appendix 4** has been revised to: (i) add a column for the number of attempted (successful and unsuccessful) domain name create commands; (ii) add a separate Registry Activity Function Report in .csv format and (iii) clarify that the .com report will be provided as a separate report. These changes are consistent with changes made to the .NET registry agreement upon renewal.

**Appendix 5** has been revised to (i) require support for IETF work producing Domain Name Registration Data Access Protocol and adoption of related standard if commercially reasonable, (ii) correct a URL reference and (iii) require support for IPv6 for the Whois service.

**Appendix 7** has been revised to: (i) update references to RFCs; (ii) delete out of date references to the RRP , (iii) reflect DNSSEC and IPv6 implementations and (iii) delete obsolete provision. The table set forth below describes these changes more specifically:

Section	Explanation of Changes
1. Registry Operator Registrar Protocol	<ul style="list-style-type: none"> <li>References to RRP were deleted, obsolete language removed and RFC references updated</li> <li>Support for IPv6 added</li> <li>Prohibition on Orphan Glue Records Added</li> </ul>
2. Supported initial and renewal registration periods	<ul style="list-style-type: none"> <li>Formatting changes only</li> </ul>
3. Grace Period Policy	<ul style="list-style-type: none"> <li>Removal of RRP references</li> </ul>
4. Nameserver Functional Specifications	<ul style="list-style-type: none"> <li>Updated RFCs</li> <li>Addition of requirements around DNSSEC including compliance with RFCs and publication of a DNSSEC Practice Statement</li> </ul>
5. Patch, update and upgrade policy	<ul style="list-style-type: none"> <li>Language conformed to other Registry Agreements</li> </ul>
6. (old) Migration to Extensible Provisioning Protocol Plan	<ul style="list-style-type: none"> <li>Deleted as obsolete</li> </ul>
6. (old 7) Performance Specifications	<ul style="list-style-type: none"> <li>Renumbered as 6</li> <li>Revised to adopt the higher Performance Specifications contained in the .net agreement</li> <li>Language regarding monitoring locations modified to allow greater flexibility</li> </ul>
7. Responsibilities of the Parties	<ul style="list-style-type: none"> <li>Conformed to other Registry Agreements</li> <li>Requirement to provide a 24x7 abuse point of contact added</li> </ul>
8. Additional Services	<ul style="list-style-type: none"> <li>Conformed language</li> </ul>
9. Implementation of New Standards	<ul style="list-style-type: none"> <li>Added language requiring the parties to engage in periodic discussions and good faith negotiations regarding the implementation of new RFCs</li> </ul>

**Appendix 10** has been revised to adopt the same SLAs as those that currently apply to .net. In addition, revisions were made to: (i) update references to RFCs; (ii) delete out of date references to the RRP; and (iii) delete obsolete provisions.