Appendix 1

Data Escrow Specification

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

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

Exhibit A
SCHEDULE FOR ESCROW DEPOSITS

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

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

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

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

Exhibit B
ESCROW DEPOSIT FORMAT SPECIFICATION

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

Full Deposit Contents. The reports involved in a Full Deposit are:
Domain Object Report—This reports on the contents of all domain objects in the registry database.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Character</th>
<th>Escape Sequence</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;</td>
<td>&quot;</td>
</tr>
<tr>
<td>&amp;</td>
<td>&amp;</td>
</tr>
<tr>
<td>'</td>
<td>'</td>
</tr>
<tr>
<td>&lt;</td>
<td>&lt;</td>
</tr>
<tr>
<td>&gt;</td>
<td>&gt;</td>
</tr>
</tbody>
</table>

**2. The Report Container.** At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD ("[.POST]"), the report type (domain, host, contact, registrar, or transaction), and database-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
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="[POST]" 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, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}
```
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. owned-by: An identification of the sponsoring Registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
d. ens-authid: ENS authorization code.
e. maintainer-url: URL of site of maintainer of domain name.
f. created-code: A reference to the transaction that created the domain object.
g. created-on: The date/time the domain object was originally created.
h. created-by: An identification of the Registrar that created the domain object.
i. renewed-on: The date/time the domain was last renewed.
j. expires-on: The date the registration expires.
k. updated-by: An identification of the Registrar that last updated the domain object.
l. updated-on: The date/time the domain object was last updated.
m. transferred-by: An identification of the Registrar that last transferred the domain object.
n. transferred-on: The date/time when the domain object was last transferred.
o. transferred-code: A reference to the transaction that last transferred the domain object.
p. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.
q. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example domain container appears below:

```xml
<domain fqdn="example.post">
  <id>AAA-0001</id>
  <status>ACTIVE</status>
  <owned-by>REG-042</owned-by>
  <ens-authid>[----]-1221</ens-authid>
  <maintainer-url>http://example[----]</maintainer-url>
  <created-code>12345678</created-code>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on>1-Jul-2001 12:34:56AM</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-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
</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. owned-by: An identification of the sponsoring Registrar of the host.
c. created-code: A reference to the transaction that created the host object.
d. created-on: The date/time the host object was originally created.
e. updated-by: An identification of the Registrar that last updated the host object.
f. updated-on: The date/time the host object was last updated.
g. transferred-by: An identification of the Registrar that last transferred the host object.
h. transferred-on: The date/time when the host object was last transferred.
i. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```xml
<host fqdn="dns1.example.post">
  <id>HST-0001</id>
  <owned-by>REG-042</owned-by>
  <created-code>12345679</created-code>
  <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-by/>
  <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. owned-by: An identification of the sponsoring Registrar of the contact.
n. created-code: A reference to the transaction that created the contact object.
o. created-by: An identification of the Registrar that created the contact object.
p. created-on: The date/time the contact object was originally created.
q. updated-by: An identification of the Registrar that last updated the contact object.
r. updated-on: The date/time the contact object was last updated.
s. transferred-by: An identification of the Registrar that last transferred the contact object.
t. transferred-on: The date/time when the contact object was last transferred.
u. transferred-code: A reference to the transaction that last transferred the contact object.
v. status: Contact status.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <street1>1234 East 11th Street</street1>
  <street2></street2>
  <street3></street3>
  <city>New York</city>
  <state-province>NY</state-province>
  <postal-code>12345</postal-code>
  <geographic location>US</geographic location>
  <voice>+212.1234567</voice>
  <fax>+212.1234568</fax>
  <email>jdoe@example[----]</email>
  <owned-by>42</owned-by>
  <created-code>12345680</created-code>
  <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-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <status>ACTIVE</status>
</contact>
```

6. The Registrar. The Registrar element has the property "id" and is a container consisting of the following elements:
a. password: The password for the Registrar.
b. name: The name of the Registrar.
c. status: The Registrar status code.

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>
```

7. The Transaction Element. The transaction element has the properties "operation" and "type." "Operation" can be one of: add, modify or delete. "Type" can be one of: domain, host, contact or registrar. The transaction element is a container consisting of elements from the corresponding "type" element. For example, a transaction element with a "type" of "registrar" will have the same set of elements as a Registrar element.

An example transaction container appears below:

```
<transaction operation="modify" type="registrar">
  <password>new password</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Administrative">10</contact-id>
  <contact-id type="Administrative">11</contact-id>
  <contact-id type="Technical">12</contact-id>
  <contact-id type="Technical">13</contact-id>
  <contact-id type="Billing">14</contact-id>
</transaction>
```

**Exhibit C**

**ESCROW TRANSFER PROCESS**

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

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "postSEQN," 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 (that may be provided by ICANN, at its option) 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 D
ESCROW VERIFICATION PROCEDURES

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

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

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

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

**Distribution of Public Keys.** Each of Registry Operator, its technical operator, and Escrow Agent will distribute its public key to the other party (Registry Operator, its technical operator, or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party's public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent, Sponsor and ICANN shall exchange keys by the same procedure.
Appendix 2

DISCLAIMER: This form of Escrow Agreement with its related exhibits constitutes a template for which no guarantees or assurances are provided. Notwithstanding the foregoing, the Parties shall use best efforts to implement this form of Escrow Agreement when establishing the final escrow document referred to in Section 3.1(c)(i) of the POST Sponsored TLD Agreement, with such additions, deletions and modifications reasonably acceptable to ICANN.

Escrow Agreement

This Registry Data Escrow Agreement (hereinafter referred to as the “Agreement”) is made as of this [enter date] (hereinafter referred to as the "Beginning Date"), by and between the Universal Postal Union (UPU) (hereinafter referred to as the “Sponsor”), [name of Registry Operator] (hereinafter referred to as “Registry Operator”), [name of Escrow Agent] (hereinafter referred to as the “Escrow Agent”), and Internet Corporation for Assigned Names and Numbers (hereinafter referred to as “ICANN”). All capitalized terms not defined herein shall have the meaning set forth in the POST Sponsored TLD Agreement dated [insert date of Sponsored TLD Agreement] by and between Sponsor and ICANN (hereinafter referred to as the “POST Sponsored TLD Agreement”).

The Sponsor, Registry Operator, Escrow Agent and ICANN may also be individually referred to as “Party”, or collectively as “Parties”.

Recitals

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

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

C. Sponsor, 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) in accordance with the terms of this Agreement or as ordered by an arbitration award in conformity with Article V of the POST Sponsored TLD Agreement.

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 (as defined in Section 3.1(c)(i) of the POST Sponsored TLD Agreement) that reflects the current and complete registry database in the context of the POST Sponsored TLD Agreement. “Incremental Deposits” will consist of Registry Data that reflects all transactions involving the above-mentioned registry 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 shall create and deliver a Full Deposit to Escrow Agent once every week, according to the schedule specified in Exhibit A of Appendix 1 to the POST Sponsored TLD Agreement. Registry Operator shall create and deliver an Incremental Deposit to Escrow Agent once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1 to the POST Sponsored TLD Agreement. Sponsor shall ensure Registry Operator’s compliance with this Section 2.
3. **Format of Deposits.** The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (hereinafter referred to as the “Format Specification”), attached as Exhibit B of Appendix 1 to the .POST Sponsored TLD Agreement.

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

5. **Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver a written statement to Escrow Agent and ICANN that includes a copy of the report generated upon creation of the Full or Incremental Deposit via the ICANN-provided software (as described in Exhibit C of Appendix 1 to the .POST Sponsored TLD Agreement) and states that the Full or Incremental Deposit (as the case may be) has been duly inspected by Registry Operator in accordance with the procedures described in Exhibit C of Appendix 1 to the .POST Sponsored TLD Agreement as complete and accurate. Escrow Agent shall notify ICANN and the Sponsor of all Deposits received, within 2 (two) business days of receipt.

6. **Verification.** Within 2 (two) business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D of Appendix 1 to the .POST Sponsored TLD Agreement, and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). In case Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, in written form, Sponsor, the Registry Operator and ICANN of such nonconformity within 48 (forty-eight) hours of discovery. Upon notification of such verification failure, Registry Operator shall execute the modifications, updates, corrections and other fixes of the Full or Incremental Deposit deemed necessary for the Deposit to pass the verification procedures, and to 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 contained in this Section 6 and shall send ICANN and the Sponsor a copy of the successful report within 24 (twenty-four) hours. The failure of any Full or Incremental Deposit to meet verification procedures, as well as of any efforts by the Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A of Appendix 1 to the .POST Sponsored TLD Agreement. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

7. **Retention and Confidentiality.**

7.1 **Retention.** Escrow Agent shall hold and maintain the Deposits in a secure, locked and environmentally safe facility that is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use all commercially reasonable efforts to protect the integrity of the Deposits. Sponsor, ICANN and, at the discretion of the Sponsor, the 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 4 (four) most recent Full Deposits and all Incremental Deposits after the earliest of those 4 (four) Full Deposits, all of which must have passed the verification procedures specified in Exhibit D of Appendix 1 to the .POST Sponsored TLD Agreement. Escrow Agent may destroy any Deposits reflecting the registry database in the context of the .POST Sponsored TLD Agreement prior to these 4 (four) most recent Full Deposits.

7.3 **Confidentiality.** Escrow Agent shall use all commercially reasonable efforts to protect the confidentiality of the Deposits. Except as otherwise provided in this Agreement, Escrow Agent shall not disclose, transfer, make available to third parties or use any Deposit (as well as any copies thereof) for any purposes not expressly stated in this Agreement. Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order or other valid 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, 10.1.6, 11.2, and 13.2 of this Agreement), Escrow Agent shall notify Sponsor, ICANN and the Registry Operator within 7 (seven) days or as soon as practicable, and reasonably cooperate with Sponsor, ICANN and, at the discretion of the Sponsor, the
Registry Operator, in any contest of the aforementioned disclosure requirement. Should any contest prove unsuccessful following a failure or exhaustion of its contesting rights concerning such a disclosure requirement, Escrow Agent shall not be held liable for any disclosure requirement pursuant to such governmental, legislative, judicial or arbitral order or other valid requirement thereof, but only to the extent of and for the purposes of such disclosure 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 the Sponsor shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Sponsor and the Registry Operator and subject to prior authorization of the Sponsor, may reasonably require the Registry Operator to promptly duplicate any Deposit.

9. Release of Deposits to ICANN. Within 5 (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 (a) any notice set forth in Sections 9.1.1 through 9.1.6, and each of the notices, instructions and undertakings set forth in Sections 9.2, 9.3 and 9.4), or (b) the notice specified in Section 9.5:

9.1 One of the following notices:

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

9.1.2 A written notice by ICANN that the .POST Sponsored TLD Agreement has: (i) expired without renewal, pursuant to Section 4.1 of the .POST Sponsored TLD Agreement, or (ii) been terminated, in accordance with Article VI of the .POST Sponsored TLD 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) 5 (five) Incremental Deposits within any calendar month, to receive, within 5 (five) calendar days after the Deposit's scheduled delivery date, a notification of receipt from Escrow Agent; and

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

9.1.3.3 ICANN has not, within 7 (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 Deposit or of failed verification of 5 (five) Incremental Deposits within any calendar month; and

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

9.1.4.3 ICANN has not, within 7 (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 Sponsor and Registry Operator) that mandates the release of the Deposits to ICANN, provided ICANN notifies the Sponsor, the Registry Operator and Escrow Agent within 7 (seven) days or as soon as practicable, in order to reasonably cooperate with Sponsor, Registry Operator and Escrow Agent for contesting any such requirement, as the case may be; and
9.2 Copies of notices with proof of delivery submitted to Escrow Agent that ICANN or Sponsor (whichever gave the notice under Section 9.1) has previously notified the other Parties 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 .POST Sponsored TLD Agreement, including but not limited to Section 6.5 of the .POST Sponsored TLD Agreement with respect to the transition of the Sponsor. Upon release of any Deposits to ICANN, Escrow Agent shall at the same time deliver to Sponsor a photostatic copy of the notice it received from ICANN under Sections 9.1.2 to 9.1.6, as applicable.

9.5 Escrow Agent shall deliver all Deposits to ICANN, upon receipt by Escrow Agent of notice of termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

10. Release of Deposits to Sponsor. Within 5 (five) business days after receipt of any required documents and/or notices specified in this Section 10, Escrow Agent shall deliver to Sponsor or its designee all Deposits in Escrow Agent's possession, in the event that the Escrow Agent receives (a) any notice set forth in Sections 10.1.1 through 10.1.6, and each of the notices, instructions and undertakings set forth in Sections 10.2, 10.3 and 10.4), or (b) the notice specified in Section 10.5:

10.1 One of the following notices:

10.1.1 A written notice by ICANN requesting Escrow Agent to effect such delivery to Sponsor; or

10.1.2 A written notice by Sponsor that the .POST Sponsored TLD Agreement has: (i) expired without renewal, pursuant to Section 4.1 of the .POST Sponsored TLD Agreement, or (ii) been terminated, in accordance with Article VI of the .POST Sponsored TLD Agreement; or

10.1.3 A written notice by Sponsor that ALL of the following have occurred:

10.1.3.1 Sponsor or the Registry Operator failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within 5 (five) calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

10.1.3.2 Sponsor gave notice to Escrow Agent of that failure; and

10.1.3.3 Sponsor or the Registry Operator has not, within 7 (seven) calendar days after the notice under Section 10.1.3.2, received notice from Escrow Agent that the Deposit has or the Deposits have been received; or

10.1.4 A written notice by Sponsor that ALL of the following have occurred:

10.1.4.1 Sponsor has received notification from Escrow Agent of failed verification of a Full Deposit or of failed verification of 5 (five) Incremental Deposits within any calendar month; and

10.1.4.2 Sponsor gave notice to Escrow Agent and Registry Operator of that receipt; and

10.1.4.3 Sponsor has not, within 7 (seven) calendar days after the notice under Section 10.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

10.1.5 A written notice by Sponsor 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

10.1.6 A written notice by Sponsor that an arbitral award duly recognized by Sponsor has issued an order, rule or other requirement (a copy of which Sponsor has provided to ICANN and the Registry Operator) that mandates the release of the Deposits to Sponsor; and
10.2 Copies of notices with proof of delivery submitted to Escrow Agent that ICANN or Sponsor (whichever gave the notice under Section 9.1) has previously notified the other Parties in writing; and

10.3 Written instructions from Sponsor that the Deposits be released and delivered to a designated party; and

10.4 A written undertaking by Sponsor that the Deposits will be used only as permitted under the terms of the .POST Sponsored TLD Agreement. Upon release of any Deposits to Sponsor, Escrow Agent shall at the same time deliver to ICANN a photostatic copy of the notice it received from Sponsor under Sections 10.1.2 to 10.1.6, as applicable.

10.5 Escrow Agent shall deliver all Deposits to Sponsor or, at the discretion of the Sponsor, its designee, upon receipt by Escrow Agent of notice of termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.


11.1 Right to Use Deposits. Upon release of any Deposits to Sponsor pursuant to Section 10 above, Sponsor (or its assignee in accordance with the .POST Sponsored TLD Agreement) shall immediately have the right, subject to Section 10.4 above, to exercise or have exercised all rights in the Deposits pursuant to the .POST Sponsored TLD Agreement as deemed necessary to provide registry services. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the .POST Sponsored TLD 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 .POST Sponsored TLD Agreement as deemed necessary to provide registry services. In the event that ICANN and the Sponsor are each entitled to a release of any Deposits pursuant to Section 9 and Section 10, respectively, Escrow Agent may release such Deposit to both ICANN and the Sponsor simultaneously.

11.2 Objection Notices. Upon release of any Deposits to ICANN or Sponsor pursuant to Section 9 or Section 10, respectively, ICANN or Sponsor, as the case may be (hereinafter referred to as the “Objecting Party”), shall have thirty (30) calendar days to notify Escrow Agent and the Party to whom the Deposit was released in writing (hereinafter referred to as the "Objection Notice") of its objection to the release of the Deposits and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures referred to in Section 17.2 of this Agreement (hereinafter referred to as the “Dispute Resolution Procedures”). The Parties further agree that: (i) ICANN and Sponsor 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 pursuant to Section 9 or Section 10, as applicable.

11.3 Withdrawal of Objection Notice. The Objecting Party may, at any time, notify Escrow Agent and the Party to whom the Deposit was released that it wishes to withdraw its Objection Notice. Upon receipt of notice of such withdrawal, Escrow Agent shall promptly deliver to the requesting Party any Deposits that have not previously been delivered to such Party.

11.4 Dispute Resolution Procedures Decisions.

11.4.1 If the release of Deposits under Sections 9 or 10 is determined by the Dispute Resolution Procedures as valid and proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Sections 9.3 or 10.3 (as the case may be), any Deposits that have not previously been delivered.

11.4.2 If the release of Deposits under Sections 9 or 10 is determined in Dispute Resolution Procedures to have been improper, the Party(ies) receiving the Deposits shall promptly return or destroy, at the other Party’s discretion, the Deposits received under Sections 9 or 10.

12. Indemnity. ICANN and the Registry Operator shall jointly and severally indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members, and stockholders ("Escrow Agent
Indemnitees”) absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder (with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders). Sponsor shall not be held responsible for indemnifying Escrow Agent or the Escrow Agent Indemnitees in any such claims as indicated in this Section 12. Escrow Agent shall likewise indemnify and hold harmless Sponsor, Registry Operator and ICANN, and each of their respective directors, officers, agents, employees, members, and stockholders ("Indemnitees") absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence or misconduct of Escrow Agent, its directors, officers, agents and contractors.

13. Interpleader.

13.1 Escrow Agent may submit any dispute under this Agreement in an interpleader or similar action to the Dispute Resolution Procedures. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by the Sponsor and ICANN, provided each are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts as validly ordered by a court of competent jurisdiction, without any liability or obligation to any Party hereunder by reason of such order, but only to the extent of and for the purposes of such order and provided Escrow Agent notifies the Sponsor, ICANN and the Registry Operator within 7 (seven) days or as soon as practicable, in order to reasonably cooperate with Sponsor, ICANN and the Registry Operator and contest any such acts ordered by a court of competent jurisdiction, as the case may be. Any and all costs directly incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be solely borne by Escrow Agent.

14. Term and Termination.

14.1 Term. The initial term of this Agreement shall be 1 (one) year, commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of 1 (one) year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before 90 (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 the Parties 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) the Parties 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 Sponsor or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E of Appendix 1 to the .POST Sponsored TLD Agreement.

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

14.2.1 Termination of this Agreement by Sponsor and ICANN, upon having delivered to Escrow Agent and Registry Operator a written notice jointly signed by the Sponsor and ICANN stating their common intent to terminate this Agreement upon 90 (ninety) days' notice;

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

14.2.3 As provided in Section 14.1.
15. **Fees and Payments.** Sponsor shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E of Appendix 1 to the .POST Sponsored TLD Agreement as compensation for Escrow Agent's services under this Agreement. If the Sponsor fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Sponsor and Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Sponsor shall have the right to pay the past-due fee(s) within 10 (ten) business days after receipt of the notice from Escrow Agent. In the event the Sponsor fails to pay the past-due fee(s) within such period, Escrow Agent shall give notice of such failure to ICANN and, in that event, ICANN may, in its sole discretion, pay the past-due fee(s) within ten business days of receipt of such notice from Escrow Agent. In the event ICANN shall pay such past-due fees hereunder, the Sponsor shall reimburse ICANN for such payment and ICANN may pursue a claim of recoupment of such fees from the Sponsor pursuant to the Dispute Resolution Procedures. Upon payment of the past-due fee(s) by the Sponsor or ICANN within the applicable periods under this Section 15, this Agreement shall continue in full force and effect. In case the Sponsor fails to pay the past-due fee(s) within the applicable periods under this Section 15 and ICANN does not elect, in its discretion, to pay such fee(s), Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all Parties. Upon such termination, Escrow Agent shall deliver to Sponsor and ICANN all Deposits held by Escrow Agent.

16. **Ownership of Deposit Materials.** Subject to the relevant provisions of the .POST Sponsored TLD Agreement, the Parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Sponsor 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 Sponsor, ICANN or Registry Operator.

17.2 **Dispute Resolution.** Sponsor and ICANN agree to resolve any disputes they may have between themselves under this Agreement, including any objections to release of the Deposits pursuant to Sections 9 and 10, solely pursuant to the Dispute Resolution Procedures described in Article V of the .POST Sponsored TLD Agreement, which shall be incorporated by reference herein. Registry Operator and Escrow Agent agree to be bound by the provisions of Article V of the .POST Sponsored TLD Agreement with respect to any disputes brought by or involving Registry Operator and Escrow Agent under this Agreement. The Parties further agree that they may not challenge, in proceedings for the resolution of disputes between or among the Parties under this Agreement, the resolution of any issues, claims or defenses already decided, or for which a Party had a reasonable opportunity and motive to raise, in proceedings to which that Party was subject under the Dispute Resolution Procedures described in Article V of the .POST Sponsored TLD Agreement.

17.3 **Limitation of Liability.** The Parties shall not be liable to each other for special, indirect, incidental or consequential damages hereunder. Between the Sponsor and ICANN, the liability limitations of the .POST Sponsored TLD Agreement shall also apply.

17.4 **Independent Contractor.** Escrow Agent is an independent contractor and shall not be deemed as an employee or agent of Sponsor, ICANN or the Registry Operator.

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

17.6 **Amendments.** No amendment or modification to this Agreement or any of its provisions shall be effective and binding upon the Parties unless made in writing and duly signed by the Parties.

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

17.8 **Entire Agreement.** This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings and agreements between Escrow Agent and the other Parties with respect to the data escrow services. Furthermore, Sponsor and ICANN acknowledge and agree that, as between themselves, the .POST Sponsored TLD Agreement (including all its appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the .POST Sponsored TLD Agreement; and the provisions of the .POST Sponsored TLD Agreement shall prevail in the event of any conflict between this Agreement and the .POST Sponsored TLD Agreement.

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

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

17.11 **Survival.** The obligation of confidentiality in Section 7, as well as Sections 9, 10, 11, 12, 13 and this Section 17.11 shall survive any termination of this Agreement.

17.12 **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 is of the Effective Date stated above.

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<th>[ESCROW AGENT]</th>
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</tr>
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</tr>
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<tr>
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<tr>
<td></td>
<td>Email:</td>
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</tbody>
</table>

See Appendix 1 to the Sponsorship Agreement for Exhibits A through D to this Agreement.
Appendix 3

Zone File Access Agreement

1. Parties

The User named in this Agreement hereby contracts with the UPU ("Sponsor") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by Sponsor 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 Sponsor, Sponsor will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

2. User Information

(a) User: ________________________________

(b) Contact Person: _______________________

(c) Street Address: _______________________

(d) City, State or Province: ___________________

(e) Country and Postal Code: ______________

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

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

(h) E-Mail Address: _______________________

(i) Specific Internet host machine that will be used to access Sponsor’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 Sponsor (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 POST TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

4. Grant of Access

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

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

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

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

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

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

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

5. Fee

You agree to remit in advance to Sponsor a quarterly fee of $0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. Sponsor 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

Sponsor 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, Sponsor may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

8. No Warranties

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

9. Severability

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

10. No Consequential Damages

In no event shall Sponsor 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 Sponsor has been advised of the possibility of such damages.

11. Governing Law

The substantive law applicable shall be Swiss law. Any dispute concerning the interpretation or execution of the present Agreement which cannot be settled amicably and through conciliation between the Parties shall be referred, at the request of one of the Parties, to an arbitrator designated by mutual agreement between the said Parties. If the Parties are unable to designate an arbitrator within 3 (three) months of receipt of the notification of a request for arbitration, the President of the International Chamber of Commerce shall appoint the arbitrator, at the request of one of the Parties.

The place of arbitration shall be Geneva, Switzerland and the language of arbitration shall be English. The procedure applicable shall be that provided for by the International Chamber of Commerce. The arbitrator's decision shall be final and binding and no appeal to a court or any other jurisdiction shall be allowed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to the address communicated by Sponsor to use. Sponsor 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 Sponsor or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. Definition

"Data" means all data second and third level domain names contained in a DNS zone file for the .post Sponsored TLD as provided to TLD nameservers on the Internet.

14. Entire Agreement
This is the entire agreement between you and Sponsor 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.

Universal Postal Union

By:
(sign)

Name:
(print)

Title:

Date:

User:

By:
(sign)

Name:
(print)

Title:

Date:

ASSIGNED USERID AND PASSWORD

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

USERID: PASSWORD:
Appendix 4

Sponsor’s Monthly Report

Sponsor shall provide a monthly report per TLD to registry-reports@icann.org with the following content. 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 report relates.

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

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

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

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

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

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

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

8. Per-Registrar Activity Report. This report shall be transmitted to ICANN electronically in comma separated-value format as specified in RFC 4180, using the following fields per registrar:

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<th>Field #</th>
<th>Field Name</th>
<th>Notes</th>
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<td>registrar’s full corporate name as registered with IANA</td>
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<tr>
<td>02</td>
<td>iana-id</td>
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<tr>
<td>---</td>
<td>------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>03</td>
<td>total-domains</td>
<td>total domains under sponsorship</td>
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<td>24</td>
<td>net-renews-10-yr</td>
<td>&quot; &quot;</td>
</tr>
<tr>
<td>25</td>
<td>transfer-gaining-successful</td>
<td>transfers initiated by this registrar that were ack'd by the other registrar — either by command or automatically</td>
</tr>
<tr>
<td>26</td>
<td>transfer-gaining-nacked</td>
<td>transfers initiated by this registrar that were n'acked by the other registrar</td>
</tr>
<tr>
<td>27</td>
<td>transfer-losing-successful</td>
<td>transfers initiated by another registrar that this registrar ack'd — either by command or automatically</td>
</tr>
<tr>
<td>28</td>
<td>transfer-losing-nacked</td>
<td>transfers initiated by another registrar that this registrar n'acked</td>
</tr>
<tr>
<td>29</td>
<td>transfer-disputed-won</td>
<td>number of transfer disputes in which this registrar prevailed</td>
</tr>
<tr>
<td>30</td>
<td>transfer-disputed-lost</td>
<td>number of transfer disputes this registrar lost</td>
</tr>
<tr>
<td>31</td>
<td>transfer-disputed-nodenodecision</td>
<td>number of transfer disputes involving this registrar with a split or no decision</td>
</tr>
<tr>
<td>32</td>
<td>deleted-domains-grace</td>
<td>domains deleted within the add grace period</td>
</tr>
<tr>
<td>33</td>
<td>deleted-domains-nograce</td>
<td>domains deleted outside the add grace period</td>
</tr>
<tr>
<td>34</td>
<td>restored-domains</td>
<td>domain names restored from redemption period</td>
</tr>
<tr>
<td>35</td>
<td>restored-noreport</td>
<td>total number of restored names for which the registrar failed to submit a restore report</td>
</tr>
<tr>
<td>36</td>
<td>agp-exemption-requests</td>
<td>total number of AGP (add grace period) exemption requests</td>
</tr>
<tr>
<td>37</td>
<td>agp-exemptions-granted</td>
<td>total number of AGP (add grace period) exemption requests granted</td>
</tr>
<tr>
<td>38</td>
<td>agp-exempted-names</td>
<td>total number of names affected by granted AGP (add grace period) exemption requests</td>
</tr>
</tbody>
</table>

(Note: The first row shall include the field names exactly as described in the table above; the last row of each report should include totals for each column across all registrars.)
Appendix 5

Whois Specifications

Public Whois Specification

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

Whois Provider Data Specification

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

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

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

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

4. Except for providing free public query-based access according to item 1 above, the Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.
The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Sponsor and ICANN during the design process as well as during the IETF standards process. Accordingly, the following provides the target architecture and initial functionality.

**A. Procedures for Providing Access**

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

(Note that on the ICANN-designated day both an incremental and a full data set are prepared.)

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

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

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

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

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

B. Content

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

1. Domain Objects. One type of object is the domain object, which corresponds to a single Registered Name. Each domain object includes the following data:
   - Domain ID
   - Domain Name
   - Sponsoring Registrar (IANA-assigned identifier)
   - Domain Status
   - ENS_AuthId
   - Registrant, Administrative, Technical and Billing Contact Information (references to appropriate contact objects)
   - Maintainer URL
   - Names of Nameservers associated with this domain
   - Created by Registrar (IANA-assigned identifier)
   - Last Updated by Registrar (IANA-assigned identifier)
   - Last Transferred Date
   - Additional fields (Sponsor specified)
   - Domain Registration Date
   - Domain Expiration Date
   - Domain Last Updated Date

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

   - Nameserver ID
   - Nameserver Name
   - IP Addresses associated
   - Sponsoring Registrar (IANA-assigned identifier)
   - Created by Registrar (IANA-assigned identifier)
   - Nameserver Last Updated by Registrar (IANA-assigned identifier)
   - Created Date
   - Last Updated Date
   - Last Transferred Date
3. **Contact Objects.** A third type of object is the contact object, which corresponds to a single contact (whether registrant, administrative, technical, or billing contact). The contact object includes the following data:
- Contact ID
- Contact Name
- Contact Organization
- Contact Address, City, State/Province, Country
- Contact Postal Code
- Contact Phone, Fax, E-mail
- Contact Registration Date
- Contact Last Updated Date
- Currently Associated
- Contact Status
- Additional fields (Sponsor specified)
- Sponsoring Registrar (IANA-assigned identifier)
- Created Registrar (IANA-assigned identifier)
- Last Transferred Date

4. **Registrar Object.** The final type of object corresponds to a single registrar. It includes the following data:
- Registrar ID (conforming to the IANA registrar-ids registry)
- Registrar Name
- Registrar Status
- Registrar Address, City, State/Province, Country
- Registrar Postal Code
- Registrar Phone, Fax, E-mail
- Registrar Administrative Contacts
- Registrar Technical Contacts
- Registrar Billing Contacts

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

**C. Format**

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

```
<!DOCTYPE whois-data [<! ELEMENT whois-data (domain*, del-domain*, nameserver*, del-nameserver*, contact*, del-contact*, registrar*, del-registrar*) ]>
```
Whois Data Specification – ICANN

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

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

A. Procedures for Providing Access

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

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

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

   b. The Sponsor may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an .MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors. The Sponsor may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the file size.
c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) An ICANN public key will be used for the encryption and the Sponsor's private key will be used for the signature. Public keys will be exchanged between the Sponsor and ICANN by e-mail, physical delivery of floppy diskettes or other agreed means.

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

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

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

B. **Content**

   The full data sets will consist of the objects and contents described for full data sets in the “Public WhoIs” section of Appendix S.

C. **Format**

   Full data sets will be XML version 1.0, UTF-8 encoded documents conforming to the schema/document type declaration set forth in Exhibit B of Appendix 1.
Appendix 6

Schedule of Reserved Names

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

A. Labels Reserved at All Levels. The following names shall be reserved at the second-level and at all other levels within the .POST Sponsored TLD at which the Sponsor 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
- iirtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers
B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

- All single-character labels.
- All two-character labels shall be initially reserved. The reservation of a two-character labels may be released pursuant to Part E below.

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 .POST Sponsored TLD. The Sponsor may use them, but upon conclusion termination of the .POST Sponsored TLD agreement they shall be transferred as specified by ICANN:

- nic
- whois
- www

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

The Sponsor is permitted to work in conjunction with its member countries to assign the two-character or three-character label corresponding to that member country’s ISO-3166 label. Such registrations shall be used by the UPU and its member countries to facilitate postal services within the corresponding member country and between member countries.

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

F. Names Registered to Sponsor. Sponsor may register up to 1,000 domain names directly with the Registry Operator, including those to be assigned to the member countries as defined in Part E above, and keep these names under direct management in accordance with the .POST domain management policy until the termination of the .POST Sponsored TLD agreement. At that time, all such names that are registered to the Sponsor (but not including those in Part A below) will be retained by the UPU at the termination of the .POST Sponsored TLD agreement unless otherwise directed by the UPU.
Part A: Names to Be Transferred at Conclusion of Sponsor Status:

1. ftp.post
2. gopher.post
3. imap.post
4. login.post
5. ldap.post
6. nic.post
7. registry.post
8. registrar.post
9. whois.post
10. www.post
11. zonefile.post
Appendix 7

Functional and Performance Specifications

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

1. Conventions

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

2. Name server Requirements

The name servers for the .post Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs) and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to: 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 3901, 4343, and 4472. In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC 5234:

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

There MUST be name servers for the .post Sponsored TLD on at least five different network segments. So that the IANA has zone-file access, zone-file transfers MUST be enabled at all name servers for transfers to at least 192.0.32.0/20, 208.77.188.0/22, 199.7.81.0/24 and 199.7.85.0/24 or to other IP addresses that may be provided in the future.
3. Registry System Requirements

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

4. Whois Service Requirements

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

5. Data Escrow Requirements

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

6. Reporting Requirements

The Sponsor shall ensure that Registry Operator’s system MUST provide data sufficient to meet the reporting requirements set forth in Appendix 4.

7. Performance Specifications

**DNS Service Availability.** Service availability as it applies to the DNS Service refers to the ability of the name servers, as a group, to resolve a DNS query from an Internet user. The committed Performance Specification is 100% measured in Monthly Timeframes.

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

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

The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the name servers and observing the responses from the name servers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root name server locations (on the US East Coast, US West Coast, Asia, and Europe).

Each string of request packets will consist of 100 UDP packets at 10-second intervals requesting ns records for arbitrarily selected second-level domains in the Sponsored TLD, preselected to ensure that the names exist in the Sponsored TLD and are resolvable. The packet loss (i.e. the percentage of response packets not
received) and the average Round-trip time for response packets received will be noted.

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

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

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

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

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

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

In the event of persistent failure of the CNNP Tests, ICANN will give Sponsor written notice of the failures (with backup data) and Sponsor and its designated Registry Operator will have 60 (sixty) days to cure the failure.

If, following Sponsor’s opportunity to cure, the name servers continue to persistently fail CNNP Tests and Sponsor and its Registry Operator fails to resolve the problem within 30 (thirty) days after written notice of the continuing failures, Sponsor will be in breach of its obligations under the Registry Agreement.

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

**Whois Service Availability.** The committed Performance Specification for Whois Service is 99.4% measured in Monthly Timeframes.
**Whois Service Performance Level.** Each Whois server must, on average, be able to handle a load of queries that is three times the measured daily peak (averaged over the Monthly Timeframe) of such requests on the most loaded Whois server.

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

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

8. **Location of Data Centers**

The UPU shall designate a Registry Operator to provide back-end registry infrastructure services that utilize multiple data centers providing geographic and network diversity.

9. **Fail Over Practice**

The registry shall practice fail over between data centers not less frequently than once every two years.
Appendix S

Part I - .POST Charter

The .POST Sponsored TLD was proposed by the Universal Postal Union ((hereinafter the “UPU” or “Sponsor”) to serve the needs of global postal community, including the provision of postal services to citizens of the UPU member countries (hereinafter the “Sponsored Community”, as defined in Part III of this Appendix). The .POST Sponsored TLD (hereinafter the “.POST sTLD”) shall be managed in conformity with the relevant provisions of the UPU for the .POST sTLD, including but not limited to the UPU Acts and any other decisions, policies, regulations and rules of procedure adopted by the UPU and applicable to the .POST sTLD, taking into account the provisions contained in this charter (hereinafter the “Charter”).

Part II - Delegated Authority

The following areas of responsibility for development of policies for the .POST sTLD are delegated to the Sponsor, provided the other provisions of the .POST Sponsored TLD Agreement, including any Appendices and amendments thereto (hereinafter referred to as the “.POST sTLD Agreement”) are complied with:

- Without prejudice to the relevant provisions of the UPU Acts and any other decisions, policies, regulations and rules of procedure adopted by the UPU for the .POST sTLD, establishment and implementation of policies and practices which are not inconsistent with the .POST sTLD Agreement, ICANN Temporary Specifications and Policies or Consensus Policies;
- Establishment of naming conventions to be used in the .POST sTLD;
- Restrictions on what types of entities or individuals may register domain names (which need not be uniform for all names within the .POST sTLD), provided the scope of the Charter is not exceeded;
- Restrictions on how registered names may be used (which need not be uniform for all names within the .POST sTLD), provided the scope of the Charter is not exceeded;
- The eligibility and name selection process to be performed by the Sponsor;
- Mechanism for enforcement of policies, including procedures for the suspension, revocation, and/or reallocation of registrations;
- Mechanisms for the resolution of domain name disputes;
- Pricing and terms of agreement for Registry Services;
- Selection of Registry Operator;
- Selection of Escrow Agent;
- Functional and performance specifications for Registry Services other than those specified in Appendix 7 of the .POST sTLD Agreement;
- Selection of ICANN Accredited Registrars;
- Approval of terms of services involving Sponsor, Registry Operator, Registrars and registrants;
- Practices and performance of ICANN-Accredited Registrars selected by the Sponsor with respect to registered names and their registration;
• Uses and practices by registrants with respect to registered names;
• Procedures and schedule for the start-up of the .POST sTLD;
• Consistent with any condition under which a Registry Service has been approved, management responsibility for all Registry Services and products, including but not limited to:
  - Variations, modifications, or extensions of Registry Services that do not represent material changes to a previously approved Registry Service;
  - Changes to policies and restrictions associated with or necessitated by approved Registry Services (e.g. changes to style guides) as outlined in Clauses 6, 7 and 8 below;
  - Pricing;
  - Promotions and promotional products, packaging or pricing;
  - Branding, naming, or other marketing activity;
  - Modification of deployment timelines, rollout plans, and implementation details for approved Registry Services;
  - Withdrawal and suspension of all but basic Registry Services (second level registrations), provided, however, that obligations with registrants existing at the time of the withdrawal or suspension are honored;
  - Provisions for publication of registry and registrar data.

Part III - Description of the .POST sTLD Sponsored Community

The .POST sTLD is intended to serve the needs of the Sponsored Community, whose membership includes:
• the Universal Postal Union, its permanent bodies and its member countries;
• the Designated Operator(s) (DOs) of the UPU member countries, as defined in the UPU Acts;
• the Restricted Unions, as defined in the UPU Acts;
• Postal operators other than DOs, as authorized by the UPU;
• Postal partners representing a vast array of commercial organizations that support the provision of postal services, as authorized by the UPU. Postal partners could include but not be limited to:
  - communications partners providing value to the postal value chain, such as hybrid mail vendors offering mail design, printing and preparation services, direct marketing vendors that support the creation of direct mail campaigns, and others;
  - logistics partners providing mail and parcel logistics and support services for the postal industry;
  - suppliers, i.e. vendors specializing in the provision of equipment and services required for the smooth operation of postal operations;
  - payment partners, i.e. vendors providing financial services in support of the postal community;
  - technology partners, i.e. vendors providing technological services in support of the postal community;
  - other postal communities, i.e. representative bodies and associations that represent specialized groups of interest in the postal sector; or
o educational institutions with postal service functions, which may be any organization that provides training and education to members of the postal community;

The Sponsor may extend or amend the description of the Sponsored Community, in conformity with the relevant provisions of the .POST sTLD Agreement and the Charter.

**Part IV – Start-Up Plan**

The start-up plan, which consists of a multiphase process whose implementation is to be ensured by the Sponsor, is intended to create a stable and effective registration process for the benefit of the Sponsored Community. The establishment and implementation of the start-up plan may involve the input of the Sponsored Community, with the intention of having the .POST sTLD in the root and operational as soon as practicable.

For this purpose, the Sponsor shall, as soon as reasonably possible, procure a back-end Registry Operator according to the relevant procurement principles and rules defined for the UPU (including but not limited to the UPU Financial Regulations and the UPU Rules on Financial Administration).

Accordingly, the Sponsor shall ensure the establishment and implementation of the start-up plan by the Registry Operator, in accordance with the relevant provisions of the UPU Acts and any other decisions, policies, regulations and rules of procedure adopted by the UPU for the .POST sTLD. Notwithstanding the foregoing, the start-up plan indicated below may be subject to further adjustments in its estimated timeframes and phases, at the discretion of the Sponsor:

<table>
<thead>
<tr>
<th>#</th>
<th>Phase</th>
<th>Estimated Start/End Timeframe</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Policy Development</td>
<td>Started/ongoing</td>
<td>The Sponsor has setup a policy development group to develop the necessary domain management policies.</td>
</tr>
<tr>
<td>A</td>
<td>Signing of the Agreement</td>
<td>A</td>
<td>To be signed between the Sponsor and ICANN.</td>
</tr>
<tr>
<td>1a</td>
<td>Procure back-end Registry Operator</td>
<td>A – A+90</td>
<td>The Sponsor will follow its formal procurement process for a back-end Registry Operator once the .POST sTLD Agreement has been signed.</td>
</tr>
<tr>
<td>1b</td>
<td>Procure Escrow Agent</td>
<td>A – A+90</td>
<td>The Sponsor will follow its formal procurement process for an Escrow Agent once the .POST sTLD Agreement has been signed.</td>
</tr>
<tr>
<td></td>
<td>Selection of accredited Registrars</td>
<td>A+90 –</td>
<td>Following selection of the Registry Operator, Registrars shall be selected, and the respective Registrar agreements created and published.</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------</td>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Pre-registration pilot phases</td>
<td>A+90 – C+180</td>
<td>This phase will aim to authenticate entities allowed to register .POST domain names according to the criteria defined in the domain management policies. No domain name shall be registered at this stage: applicants will only apply for a domain so that their eligibility may be checked. Thereafter, they will be introduced into a database and be given a token/number allowing them to register the domain during the limited pre-launch phase. This pilot phase will be limited to a small number of countries from different regions. It will allow for testing of the registration/authentication processes put in place and give time to make the necessary adjustments.</td>
</tr>
<tr>
<td>4</td>
<td>Operational test and evaluation</td>
<td>A+120 – A+180</td>
<td>Sponsor shall ensure that the Registry Operator undertakes comprehensive testing of the registry system and registration procedures (including interfaces with Registrars).</td>
</tr>
<tr>
<td>C</td>
<td>Commencement of Registrations</td>
<td>A+180</td>
<td>Milestone</td>
</tr>
<tr>
<td>5</td>
<td>Sunrise</td>
<td>C – C+90</td>
<td>Owners of trademarks within the Sponsored Community may register a domain name containing the owned mark.</td>
</tr>
<tr>
<td>6</td>
<td>Limited pre-launch</td>
<td>C+90 – C+210</td>
<td>A period during which only the entities that have been pre-authenticated will be permitted to register a .POST domain name.</td>
</tr>
<tr>
<td>7</td>
<td>Full operation</td>
<td>C+210 –</td>
<td>Registration open to all entities that meet the criteria defined in the .POST domain management policies established by the Sponsor.</td>
</tr>
</tbody>
</table>

**Part V – Selection of ICANN Accredited Registrars**
Subject to the Sponsor’s compliance with the .POST sTLD Agreement, any Temporary Specifications or Policies or Consensus Policies as defined therein, as well as the specific provisions contained in Part VI below, and provided the scope of the Charter is not exceeded:

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

B. The Sponsor will select from among Registrars considering, among other factors, the following characteristics in the group of authorized Registrars:

1. Recognition of the specific aspects of the Sponsored Community to be supported by the .POST sTLD and a willingness to participate in that spirit, as well as to accept and proactively follow the Sponsor’s mission and objectives for the Sponsored Community;

2. Thorough understanding of the principles and goals underlying .POST sTLD policies, including without limitation the domain name management policy and ability to provide Eligibility and Name-Selection Services (ENS) Services;

3. Demonstrated familiarity with the needs of the Sponsored Community in the language(s) and region(s) served by the Registrar, and established modes for reflecting these needs in the provision of registration services;

4. Dedicated willingness and ability to propagate and enforce .POST sTLD policies in an observant and diligent manner and in accordance with policies and procedures prescribed by Sponsor;

5. Broad geographic distribution and demonstrated ability to deal with language diversity;

6. Established collaborative contact with legal entities, governments, statutory bodies, and other interested stakeholders of the .POST sTLD community (as defined in Part III above) in the language and geographical region or sector served by the Registrar;

7. Dedicated willingness and ability to act together with the Sponsored Community in the processing of registration requests.

8. Established business relationships with substantial numbers (proportionate to the size of the Registrar) of stakeholders in the geographical region(s) or Sponsored Community to be served by the Registrar;

9. Demonstrated willingness and ability to publicize and market the .POST sTLD, to follow all .POST sTLD marketing guidelines, and to develop and use .POST sTLD marketing materials as appropriate, as reflected by a minimum committed marketing budget of an amount proportionate to the size of the Registrar;
10. Demonstration that sufficient staff resources are available and able to interface with automated and manual elements of the .POST sTLD registry process and a willingness to implement modifications and revisions reasonably deemed by the Sponsor or, at the discretion of the Sponsor, the Registry Operator, to be required based on the characteristics and functions of the .POST sTLD;

11. The existence of proven systems designed to avoid submission of unqualified or incomplete applications that will burden the registry system or make it impossible for the Registry Operator to fulfill its commitments to the Sponsor and to ICANN;

12. The existence of proven systems to avoid transfer disputes among Registrars;

13. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn.

14. Willingness to adhere to a WHOIS compliance review policy on periodic basis, and instigate procedures for investigating claims of registrations that may contain false information.

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

Part VI – Public WHOIS Specification

Without prejudice to the relevant provisions of the UPU Acts and any other decisions, policies, regulations and rules of procedure adopted by the UPU for the .POST sTLD, subject to the Sponsor’s compliance with the .POST sTLD Agreement and any Temporary Specifications or Policies or Consensus Policies as defined therein and provided the scope of the Charter is not exceeded, the Sponsor shall ensure the implementation of the following public WHOIS specification:

SPECIFICATION

Subject to any future policy regarding WHOIS data adopted by ICANN, domain name registrants will be required to provide correct contact information and, as permitted by the UPU Acts, by any other decisions, policies, regulations and rules of procedure adopted by the UPU for the .POST sTLD or by applicable law, consent to selected information being made public for legitimate purposes.

A participating Registrar, at the Registrar’s expense, will be required to provide those wishing to query the WHOIS database (other than for marketing purposes or other purposes contrary to the .POST sTLD policy) with access to complete and up-to-date data for each registered domain name record (subject to applicable privacy policies) including, but not limited to the following:
• Domain name and the TLD in which the domain name is registered;
• Status of the domain name, e.g., "on hold" or "pending delete";
• Registrant's name and postal address;
• Administrative/technical contacts' name, postal address, e-mail address, telephone number and (if any) facsimile number;
• Original registration date, expiration date and date on which the database was last updated;
• Internet Protocol addresses and corresponding names of primary and secondary;
• Name servers for the domain name; and
• Registrar's identification information.

In order to assist complainants under the UDRP to determine whether a pattern of "bad faith" has been demonstrated by a particular registrant, the information set forth above will be available on a publicly accessible database, subject to applicable privacy policies, which will be searchable by domain name, registrant's name, registrant's postal address, contacts' names, Registrars Contact IDs and Internet Protocol address without arbitrary limit. In order to provide an effective WHOIS database, Boolean search capabilities may be offered.

Registrars shall be required to participate in the operation of a cross-registry WHOIS database, which will provide searching capabilities and access to all information concerning domain name registrations regardless of which TLD the domain name is registered in or which the Registrar processed the domain name application.

The Sponsor shall ensure that the Registry Operator requires Registrars to adhere to a compliance review policy. As part of that policy, each Registrar shall be required to designate a contact point to which evidence of false or fraudulent contact data may be reported. Registrars will institute procedures for investigating claims that registrations may contain false information, and for registrations found to contain false information, requiring their speedy and efficient correction, or otherwise cancellation. Interested third parties may invoke these procedures. The Sponsor shall also ensure that RFC3912-conformant WHOIS services are provided by the Registry Operator. This Appendix is subject to change by agreement of the Sponsor and ICANN during the design process, as well as during the IETF standards process. However, the following sections provide the intended target architecture and initial functionality.

RFC3912-Conformant WHOIS

The standard WHOIS service is intended as a lookup service for registries, registrars, registrants, as well as for other individuals and businesses that wish to query details of domain names or name servers stored in the registry. The standard WHOIS service will provide a central location for all authoritative .post sTLD data. The registry provides a front-end web interface to allow convenient user access to the WHOIS service.

The RFC3912-conformant WHOIS service will be engineered to handle moderate transaction load and be integral to the standard suite of Registry Services. The WHOIS service will return a single response per domain name or name server query. The RFC3912-conformant WHOIS service will conform to the requirements of Appendix 5 and 7.
The RFC3912-conformant service provided by the registry will have the following features:

- Standard protocol accessible over port 43.
- Batch-style or near real time updates.
- Additional fields capability.

WHOIS Service Data Elements

The RFC3912-conformant service will include the following data elements:

- The name of the domain name registered;
- The IP addresses of the primary name server and secondary name server(s) of the name registered, if applicable, i.e. name server has a .post name;
- The corresponding names of those name servers;
- 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;
- The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the name registered; and
- The Maintainer URL (email or website). The maintainer is a person that has been designated by the Registrar for the registration of the domain (for example a reseller, could also depend on the registrant)

Minimum Data Update Frequency

The Sponsor shall ensure that the Registry Operator makes its reasonable efforts to update the data continuously as requests are processed, in a matter of seconds or minutes. The typical update cycle will be 30 seconds but may be different depending on performance considerations. The Sponsor shall equally ensure that the Registry Operator updates records in the WHOIS server no later than 24 hours after the completion of the registration or modification transaction with the Registrar.

Additional Fields Capability

If necessary, the Sponsor may require the Registry Operator to introduce after a 6 to 12-month period of operational stability some additional fields to the list of WHOIS fields. Those fields will be preceded and identified by appropriate tags. Additional fields will not contain any information that could be used to facilitate ENUM applications.
Privacy Capability

The Sponsor may also allow the Registry Operator to introduce the optional ability to associate privacy labels to a record in the Registry Database. These fields would appear in an "additional information" section of the WHOIS data. The maximum number of custom fields allowed per record is yet to be determined. The privacy label capability allows certain data to be associated with an indication of any special disclosure or handling restrictions. This characteristic may be used e.g. to comply with potential regulatory or other telecom subscription related requirements, which mobile operators need to implement in their services.

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.
- Name server: Search only by name server objects. The input string is searched in the name server 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.

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domain ID</td>
<td>Domain Name</td>
</tr>
<tr>
<td>Domain Name</td>
<td></td>
</tr>
<tr>
<td>Domain Status</td>
<td></td>
</tr>
<tr>
<td>Registry Operating</td>
<td>Registrar (IANA-assigned identifier)</td>
</tr>
<tr>
<td>Registrar (IANA-assigned identifier)</td>
<td></td>
</tr>
<tr>
<td>Registrant, Administrative, Technical and Billing Contact Information including:</td>
<td></td>
</tr>
<tr>
<td>Contact ID</td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Contact Organization</td>
<td></td>
</tr>
<tr>
<td>Contact Address, City,</td>
<td>State/Province, Geographic location</td>
</tr>
<tr>
<td>Contact Postal Code</td>
<td></td>
</tr>
<tr>
<td>Contact Phone, Fax,</td>
<td>E-mail</td>
</tr>
<tr>
<td>Maintainer URL</td>
<td></td>
</tr>
<tr>
<td>Names of Name servers</td>
<td>associated with this domain</td>
</tr>
<tr>
<td>Created by Registrar</td>
<td>(IANA-assigned identifier)</td>
</tr>
<tr>
<td>Last Updated by Registrar (IANA-assigned identifier)</td>
<td></td>
</tr>
<tr>
<td>Last Transferred Date</td>
<td></td>
</tr>
<tr>
<td>Additional fields</td>
<td>(Registry Operator specified, will be defined later, if required)</td>
</tr>
</tbody>
</table>


Domain Registration Date
domain Expiration Date
Domain Last Updated Date

Name server Record:
A WHOIS query that results in name server information will return the following. This set of
information is referred to as the Name server Record.
Name server ID
Name server name
Currently Associated (true/false)
Name server status
IP addresses associated (if applicable)
Created by Registrar (IANA-assigned identifier)
Registry Operator Registrar (IANA-assigned identifier)
Last Updated by Registrar (IANA-assigned identifier)
Created Date
Last Updated Date
Last Transferred Date
Additional fields

Note: Any additional fields will be Registry Operator specified, to be defined later if required.

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 Address, City, State/Province, Geographic location + 3 street fields
Contact Postal Code
Contact Phone, Fax, E-mail
Contact Registration Date
Contact Last Updated Date
Currently Associated
Contact Status Additional fields (Registry Operator specified)
Registry Operator Registrar (IANA-assigned identifier)
Created by Registrar (IANA-assigned identifier)
Last Transferred Date

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 ID (conforming to the IANA registrar-ids registry)
Registrar Name
Registrar Status
Registrar Address, City, State/Province, Geographic location
Sample WHOIS Output

This section provides sample output from the WHOIS server for each type of Registry Object: Domain, Contact, Name server, and Registrar. The output is structured as key/value pairs, which simplifies machine-readability. In the Input section, the quoted string represents the string actually passed to the server in the request packet.

Domain Record:
Input: WHOIS "domain = domainname.post "
Output: Domain ID: AAA-0001
Domain Name: MO.POST
Registry Operator Registrar: REG-01
Domain Status: ACTIVE
Registrant ID: PER-00001
Registrant Name: AHMED ASSAF
Registrant Organization: POSTE MAROC
Registrant Address: RUE DE LA POST
Registrant City: RABAT
Registrant State/Province: MOROCCO
Registrant Geographic location: MO
Registrant Postal Code: N/A
Registrant Phone Number: +212-9876-5432
Registrant Facsimile Number: +212-2345-6789
Registrant Email: AHMED@MO.POST
Admin ID: PER-00002
Admin Name: FRED SMITH
Admin Organization: ROYAL MAIL
Admin Address: 1 HIGH STREET
Admin City: GUILDFORD
Admin State/Province: SURREY
Admin Geographic location: UK
Admin Postal Code: GU1
Admin Phone Number: +44-20-123-4567
Admin Facsimile Number: +44-20-123-4568
Admin Email: FSMITH@GB.POST
Tech ID: PER-00002 Tech Name: FRED SMITH
Tech Organization: ROYAL MAIL
Tech Address: 1 HIGH STREET
Tech City: GUILDFORD
Tech State/Province: SURREY
Tech Geographic location: UK
Tech Postal Code: GU1
Tech Phone Number: +44-20-123-4567
Tech Facsimile Number: +44-20-123-4568
Tech Email: FSMITH@GB.POST
Billing ID: PER-00002
Billing Name: FRED SMITH
Billing Organization: ROYAL MAIL
Billing Address: 1 HIGH STREET
Billing City: GUILDFORD
Billing State/Province: SURREY
Billing Geographic location: UK
Billing Postal Code: GU1
Billing Phone Number: +44-20-123-4567
Billing Facsimile Number: +44-20-123-4568
Billing Email: FSMITH@GB.POST
Name Server: NIC.POST
Name Server: WWW.ICOM.ORG
Maintainer: SPECIALCARE@RESELLER.COM
Created By: REG-02 Updated By: REG-01
Created On: 2002-01-02 Expires On: 2004-01-02
Updated On: 2002-03-02
Transferred On: 2002-03-02

Name server Record:
Input: WHOIS "name server nic.gb.post or WHOIS "name server 130.242.24.6"

Output:

Name server ID: HST-1
Name server name: NIC.GB.POST
Currently Associated (true/false): T
Name server status: ACTIVE
IP addresses associated: 130.242.28.6
Registry Operator Registrar: REG-01
Created By: REG-02
Updated By: REG-01
Created On: 2002-01-02
Updated On: 2002-03-02
Transferred On: 2002-03-02
Additional fields (Registry Operator specified, will be defined later, if required)

Contact Record:
Input: WHOIS "contact = PER-00002"
Part VII – Additional Provisions

ICANN and the Sponsor acknowledge that a criterion included in the application process in which the .POST sTLD was selected, and in the previous TLD application expansion round, was that a new TLD be clearly differentiated from existing TLDs.