

Summary of Changes to Draft Registrar Accreditation Agreement

22 April 2013

The table below sets forth a summary of the changes made to the draft Registrar Accreditation Agreement (RAA), compared to the 2009 RAA. Additions are reflected in bold double underline and deletions are reflected in strikethrough. Note that non-substantive and stylistic changes to the draft agreement are not reflected in the below table.

| Section | Revised Language | Explanation |
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| Preamble | This REGISTRAR ACCREDITATION AGREEMENT (<u>this</u> "Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation (<u>ICANN</u>), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____, at Los Angeles, California, USA. | Addition of ICANN acronym in place of former Section 1.5. |
| 1.1 | 1.1 "Accredit <u>Accredited" or "Accreditation"</u> means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services. | Clarification that definition relates to terms in its other forms. |
| 1.2 | <u>1.2 "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the person or entity specified.</u> | Addition to provide for new defined term used in the Agreement. |
| 1.3 | <u>1.3 "Affiliated Registrar" is another Accredited registrar that is an Affiliate of Registrar.</u> | Addition to provide for new defined term used in the Agreement. |
| 1.4 | <u>1.4 "Consensus Policy" has the meaning set forth in the Consensus Policies and Temporary Policies Specification attached hereto.</u> | Addition to provide for new defined term used in the Agreement. |
| 1.5 | <u>1.5 "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or</u> | Addition to provide for new defined term used in the Agreement. |

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| | <u>entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.</u> | |
| 1.5 (former) | 1.5 "ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement. | Deletion accounts for move of term to Preamble. |
| 1.9 | <u>1.9 "gTLD" or "gTLDs" refers to the top-level domain(s) of the DNS delegated by ICANN pursuant to a registry agreement that is in full force and effect, other than any country code TLD (ccTLD) or internationalized domain name (IDN) country code TLD.</u> | Addition provides for new defined term used in the Agreement. |
| 1.10 | <u>1.10 "gTLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.</u> | Move of former 1.19 accounts for use of term "gTLD" instead of "TLD". |
| 1.11 | <u>1.11 "Illegal Activity" means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar's domain name resolution or registration services in furtherance of conduct involving the use of a Registered Name sponsored by Registrar that is prohibited by applicable law.</u> | Addition provides for new defined term used in the Agreement. |
| 1.12 | 1.7 <u>1.13</u> "Registered Name" refers to a domain name within the domain of a TLD that is the subject of an appendix to this Agreement <u>gTLD</u> , whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a TLD <u>gTLD</u> Registry Operator (or an affiliate <u>Affiliate or subcontractor thereof</u> engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name). | Revision accounts for removal of appendix process to add new gTLDs. (See Section 2.1) |
| 1.9 (former) | 1.9 The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement. | Deletion accounts for defined term in Preamble. |
| 1.16 | 1.11 <u>1.16</u> "Registrar Services" means <u>the</u> services | Revision clarifies |

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| | subject to this Agreement provided by a registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator <u>gTLD</u> , and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database. | that term applies to services subject to this Agreement and not services unrelated to gTLDs |
| 1.17 | 1.12 <u>1.17</u> "Registry Data" means all Registry Database data maintained in electronic form, and shall include TLD <u>gTLD</u> Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database. | Revision to clarify that RAA pertains only to gTLDs. |
| 1.19 | 1.14 <u>1.19</u> A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific TLD <u>gTLD</u> . | Revision to clarify that RAA pertains only to gTLDs. |
| 1.20 | 1.15 <u>1.20</u> "Registry Services," with respect to a particular TLD <u>gTLD</u> , shall have the meaning defined in the agreement between ICANN and the Registry Operator for that TLD <u>gTLD</u> . | Revision to clarify that RAA pertains only to gTLDs. |
| 1.21 | 1.16 <u>1.21</u> A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses accreditation <u>Accreditation</u> , in accordance with then-current ICANN specifications <u>Specifications</u> and policies <u>Policies</u> . | Revision accounts for defined term. |
| 1.22 | <u>1.22 A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data</u> | Addition to provide for new defined term used in this Agreement. (See Section 3.12) |

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| | about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder. | |
| 1.23 | 1.23 "Specifications and/or Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws. | Addition to reflect the addition of a new specification relating to Whois. |
| 1.25 | 1.25 "Whois Accuracy Program Specification" means the Whois Accuracy Program Specification attached hereto, as updated from time to time in accordance with this Agreement. | Addition to reflect the addition of a new specification relating to Whois. |
| 1.26 | 1.26 "Whois Specification" means the Registration Data Directory Service (Whois) Specification attached hereto, as updated from time to time in accordance with this Agreement. | Addition to reflect the addition of a new specification relating to Whois. |
| 1.18 (former) | 1.18 A "TLD" is a top-level domain of the DNS. | Deletion due to refinement of term at new Section 1.9 |
| 1.19 (former) | 1.19 "TLD Zone-File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet. | Deletion due to refinement of term at new Section 1.10. |
| 1.20 (former) | 1.20 "Affiliated Registrar" is another ICANN-accredited registrar that operates under a common-controlling interest. | Deletion to remove outdated term. |
| 2.1 | 2.1 <u>Accreditation</u> . During the Term of this Agreement and subject to the terms and conditions of this Agreement , Registrar is hereby accredited Accredited by ICANN to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for the TLD(s) that are the subject of appendices to this Agreement according to Subsection 5.5. Notwithstanding the above and except in the case of a good faith disagreement concerning the interpretation of this Agreement, ICANN may, following notice to Registrar, suspend Registrar's ability to create new Registered Names or initiate inbound transfers of | Revision to provide for removal of individual gTLD appendix process. |

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| | <p>Registered Names for one or more TLDs for up to a twelve (12) month period if (i) ICANN has given notice to Registrar of a breach that is fundamental and material to this Agreement pursuant to Subsection 5.3.4 and Registrar has not cured the breach within the period for cure prescribed by Subsection 5.3.4, or (ii) Registrar shall have been repeatedly and willfully in fundamental and material breach of its obligations at least three (3) times within any twelve (12) month period.<u>gTLDs.</u></p> | |
| 2.2 | <p>2.2 Registrar Use of ICANN Name and Website and Trademarks. ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited<u>Accredited</u> by ICANN as a registrar for each TLD that is the subject of an appendix to this Agreement<u>gTLDs.</u> and (b) to link to pages and documents within the ICANN web site<u>website.</u> Subject to the terms and conditions set forth in the Logo License Specification attached hereto, ICANN hereby grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks (as defined in the Logo License Specification). No other use of ICANN's name or website or Trademarks is licensed hereby. This license may not be assigned or sublicensed by Registrar to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.</p> | Clarification of the rights with respect to and limitations on the use of ICANN's marks. |
| 2.4 | <p>2.4 Use of ICANN Accredited Registrars. In order to promote competition in the registration of domain names, and in recognition of the value that ICANN-accredited<u>Accredited</u> registrars bring to the Internet community, ICANN has ordinarily required gTLD registries under contract with ICANN to<u>ICANN to</u> use ICANN-accredited<u>Accredited</u> registrars, and ICANN will during the course of this agreement abide by any ICANN adopted specifications or policies<u>Specifications or Policies</u> requiring the use of ICANN-accredited<u>Accredited</u> registrars by gTLD registries.</p> | Revision accounts for use of defined term. |
| 3.1 | <p>3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for each TLD for which it is accredited by ICANN<u>one or more gTLDs</u> in accordance with this Agreement.</p> | Revision accounts for removal of individual gTLD appendix process. |

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| <p>3.2.1</p> | <p>3.2.1 As part of its registration of Registered Names in a TLD as to which it is accredited<u>gTLD</u>, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the TLD<u>gTLD</u> the following data elements:</p> <p>3.2.1.1 The name of the Registered Name being registered;</p> <p>3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;</p> <p>3.2.1.3 The corresponding names of those nameservers;</p> <p>3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;</p> <p>3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and</p> <p>3.2.1.6 Any other data the Registry Operator requires be submitted to it.</p> <p>The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.2.1.1 through 3.2.1.6 as<u>agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements</u> applicable to that TLD<u>gTLD</u>, in that<u>which</u> event, the substitute language<u>alternative required data elements</u> shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular TLD<u>gTLD</u>.</p> | <p>Revision accounts for removal of individual gTLD appendix process for new gTLDs, and provide for ICANN's approval of any alterations of the data requirements.</p> |
| <p>3.2.2</p> | <p>3.2.2 Within five<u>seven (57)</u> business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name that Registrar sponsors, Registrar shall submit the updated data elements to, or shall</p> | <p>Primary revision accounts for calendar days rather than business days.</p> |

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| | place those elements in the Registry Database operated by the relevant Registry Operator. | |
| 3.2.3 | 3.2.3 In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten (10) days of any such request by ICANN, Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate TLD gTLD . | Revision to clarify that RAA pertains only to gTLDs. |
| 3.3.1 | <p>3.3.1 At its expense, Registrar shall provide an interactive web page and, with respect to any gTLD operating a “thin” registry, a port 43 Whois service (each accessible via both IPv4 and IPv6) providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited. The data accessible shall consist of elements that are designated from time to time according to an ICANN-adopted specification or policy in any gTLD. Until ICANN otherwise specifies by means of an ICANN-adopted specification or policy, this specified by a Consensus Policy, such data shall consist of the following elements as contained in Registrar's database:</p> <p style="padding-left: 40px;">3.3.1.1 The name of the Registered Name;</p> <p style="padding-left: 40px;">3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;</p> <p style="padding-left: 40px;">3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);</p> <p style="padding-left: 40px;">3.3.1.4 The original creation date of the</p> | <p>Revision provides that Registrar is only required to provide a port 43 Whois service for “thin” registries.</p> <p>Clarification that Whois service must be accessible by both IPv4 and IPv6.</p> <p>Revision also accounts for removal of individual gTLD appendix process, and provide for ICANN’s approval of any alterations of the data requirements.</p> |

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| | <p>registration;</p> <p>3.3.1.5 The expiration date of the registration;</p> <p>3.3.1.6 The name and postal address of the Registered Name Holder;</p> <p>3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and</p> <p>3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.</p> <p>The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.3.1.1 through 3.3.1.8 as <u>agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements</u> applicable to that TLD;gTLD, in that<u>which</u> event, the substitute language<u>alternative required data elements</u> shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular TLD<u>gTLD</u>.</p> | |
| 3.3.4 | <p>3.3.4 Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 requiring Registrar, if reasonably</p> | <p>Revision accounts for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.</p> |

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| | <p>determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.</p> | |
| 3.3.5 | <p>3.3.5 In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by policy<u>any Specification or Policy</u> established by ICANN. Unless and until ICANN establishes a different policy according to Section 4<u>Consensus Policy</u>, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or postal mail, facsimile <u>or other means</u> of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.</p> | <p>Revision accounts for the addition of the defined term "Consensus Policy" and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.</p> <p>Revision also expands prohibition on use of data for unsolicited commercial advertising.</p> |
| 3.3.6 | <p>3.3.6 In addition<u>the event that ICANN determines, following analysis of economic data by an economist(s) retained by ICANN (which data has been made available to Registrar), that an individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties</u>, Registrar shall provide third-party bulk access to the data subject to public access under Subsection 3.3.1 under the following terms and conditions:</p> | <p>Revision eliminates the requirement that Registrar provide third-party bulk access, unless, at a later date, ICANN determines that an individual or entity is able to exercise market power.</p> |
| 3.3.7 | <p>3.3.8<u>3.3.7</u> To comply with applicable statutes and regulations and for other reasons, ICANN may from time to time adopt policies and</p> | <p>Revision accounts for the addition of the defined term</p> |

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| | <p>specifications a Consensus Policy establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. In the event ICANN adopts any such policy, Registrar shall abide by it comply with any such Consensus Policy.</p> | <p>“Consensus Policy” and the Consensus Policy Specification.</p> |
| 3.3.7 (former) | <p>3.3.7 Registrar's obligations under Subsection 3.3.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN policy, established according to Section 4, governing bulk access to the data subject to public access under Subsection 3.3.1, or (b) demonstration, to the satisfaction of ICANN, that no individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties.</p> | <p>Deletion reflects revisions to Section 3.3.6.</p> |
| 3.8 | <p>3.3.8 Registrar shall meet or exceed the requirements set forth in the Whois Specification.</p> | <p>Revision accounts for incorporation of Whois Specification, which sets forth Whois-related requirements and obligations.</p> |
| 3.4.1 | <p>3.4.1 During the Term of this Agreement For each Registered Name sponsored by Registrar within a gTLD, Registrar shall collect and securely maintain, in its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD for which it is accredited.</p> <p>3.4.1.1 the data specified in the Data Retention Specification attached hereto for the period specified therein;</p> <p>3.4.1.2 The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8;</p> <p>3.4.1.3 the name and (where available) postal address, e-mail address, voice</p> | <p>Revision clarifies that specified obligations only apply to Registered Names sponsored by Registrar.</p> <p>Addition accounts for Data Retention Specification.</p> <p>Clarification that 3.4.5.1 extends to services offered by Registrar’s resellers.</p> <p>Deletion of option for Registrars to</p> |

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| | <p>telephone number, and fax number of the billing contact; and</p> <p><u>3.4.1.4</u> any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2. Also, Registrar shall either (1) include in; and</p> <p>the database<u>3.4.1.5</u> the name and, postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service, <u>in each case,</u> offered or made available by Registrar or its affiliate companies<u>Affiliates</u> in connection with each registration or (2) display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. <u>Effective on the date that ICANN fully implements a Proxy Accreditation Program established in accordance with Section 3.14, the obligations under this Section 3.4.1.5 will cease to apply as to any specific category of data (such as postal address) that is expressly required to be retained by another party in accordance with such Proxy Accreditation Program.</u></p> | <p>provide notice that licensee information is not being escrowed. Escrow of licensee information is required.</p> <p>Revision to 3.4.1.5 reflects the potential establishment of a Proxy Accreditation Program, which would preempt the specified obligation.</p> |
| 3.4.2 | <p>3.4.2 During the Term of this Agreement and for three<u>two</u> (3<u>2</u>) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:</p> | <p>Revision to align agreement with law enforcement’s recommendation to require data retention for only 2 years.</p> |
| 3.4.2.3 | <p>3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.</p> | <p>Revision in response to law enforcement’s recommendation to expand data requirements.</p> |
| 3.4.3 | <p>3.4.3 During the Term of this Agreement and</p> | <p>Revision in response</p> |

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| | <p>for three<u>two</u> (3<u>2</u>) years thereafter, Registrar shall make these<u>the data, information and records specified in this Section 3.4</u> available for inspection and copying by ICANN upon reasonable notice. <u>In addition, upon reasonable notice and request from ICANN, Registrar shall deliver copies of such data, information and records to ICANN in respect to limited transactions or circumstances that may be the subject of a compliance-related inquiry; provided, however, that such obligation shall not apply to requests for copies of the Registrar’s entire database or transaction history. Such copies are to be provided at Registrar’s expense. In responding to ICANN’s request for delivery of electronic data, information and records, Registrar may submit such information in a format reasonably convenient to Registrar and acceptable to ICANN so as to minimize disruption to the Registrar’s business. In the event Registrar believes that the provision of any such data, information or records to ICANN would violate applicable law or any legal proceedings, ICANN and Registrar agree to discuss in good faith whether appropriate limitations, protections, or alternative solutions can be identified to allow the production of such data, information or records in complete or redacted form, as appropriate.</u> ICANN shall not disclose the content of such <u>data, information or records</u> except as expressly permitted by an ICANN specification or policy<u>required by applicable law, any legal proceeding or Specification or Policy.</u></p> | <p>to law enforcement’s recommendation to require data retention for 2 years.</p> <p>Additions reflect added ICANN audit rights and information provision requirements.</p> |
| 3.4.4 | <p>3.4.4 Notwithstanding any other requirement in this Agreement <u>or the Data Retention Specification</u>, Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date three<u>two</u> (3<u>2</u>) years following the domain registration's deletion or transfer away to a different registrar.</p> | <p>Revision to reflect the addition of a Data Retention Specification and in response to law enforcement’s recommendation to require data retention for 2 years.</p> |
| 3.5 | <p>3.5 <u>Rights in Data.</u> Registrar disclaims all rights to exclusive ownership or use of the data elements listed in</p> | <p>Revisions to clarify that RAA pertains</p> |

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| | <p>Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each TLD<u>gTLD</u> for which it is accredited<u>Accredited</u>. Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each TLD<u>gTLD</u> for which it is accredited<u>Accredited</u>, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in a TLD<u>each gTLD</u> for which it is accredited<u>Accredited</u>, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any ICANN specifications<u>Specifications</u> or policies<u>Policies</u> or (2) transferring rights it claims in data elements subject to the provisions of this Subsection <u>3.5</u>.</p> | <p>only to gTLDs and reflect defined term.</p> |
| <p>3.6</p> | <p>3.6 <u>Data Escrow</u>. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the database data<u>data</u> described in Subsection 3.4.1<u>Subsections 3.4.1.2 through 3.4.1.5</u> to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN<u>to ICANN</u>; (2) the data shall be released from escrow upon expiration without renewal or termination</p> | <p>Revision accounts for more specific cross-reference.</p> |

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| | <p>of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.</p> | |
| 3.7.1 | <p>3.7.1 In the event ICANN adopts a specification or policy, <u>Specification or Policy that is supported by a consensus of ICANN-Accredited registrars as reflected in the Registrar Stakeholder Group (or any successor group)</u>, establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code <u>of Conduct</u>.</p> | <p>Revision provides further clarity as to what constitutes a consensus of registrars.</p> |
| 3.7.6 | <p>3.7.6 Registrar shall not insert or renew any Registered Name in any <u>gTLD</u> registry for which Registrar is accredited by ICANN in a manner contrary to an ICANN policy <u>(i) any Consensus Policy</u> stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal, <u>or (ii) any list of names to be reserved from registration as required by the specific Registry Operator for which the Registrar is providing Registrar Services</u>.</p> | <p>Revision accounts for removal of individual gTLD appendix process.</p> <p>Additions conform to the use of a new defined term (Consensus Policy) and provide registrar compliance with registry operator reserved names lists.</p> |
| 3.7.7 | <p>3.7.7 Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions except <u>set forth in Subsections 3.7.7.1 through 3.7.7.12, and which agreement shall otherwise set forth the terms and conditions applicable to the registration of a domain name sponsored by Registrar. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, provided that Registrar may be the Registered Name Holder</u> for domains registered by the Registrar for the purpose of</p> | <p>Clarification of registration agreement requirements.</p> <p>Clarification that Registrar cannot enter into a registration agreement with itself, provided that Registrar may be the Registered Name Holder under</p> |

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| | <p>conducting its Registrar Services where the Registrar is also the Registered Name Holder, in which case the Registrar shall submit to the following provisions <u>set forth in Subsections 3.7.7.1 through 3.7.7.12</u> and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and ICANN policies established according to this Agreement; <u>Specifications and Policies. Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the registration agreement between Registrar and any Registered Name Holder that relate to implementing the requirements of Subsections 3.7.7.1 through 3.7.7.12 or any Consensus Policy.</u></p> | <p>certain conditions.</p> <p>Revisions also provides that Registrar will use commercially reasonable efforts to enforce registration agreements.</p> |
| 3.7.7.1 | <p>3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and promptly correct and update them <u>within seven (7) days of any change</u> during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.</p> | <p>Revision provides greater timing clarity.</p> |
| 3.7.7.2 | <p>3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure promptly to update information provided to Registrar <u>within seven (7) days of any change</u>, or its failure to respond for over fifteen (15) calendar days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for <u>suspension</u></p> | <p>Revision provides greater timing clarity.</p> |

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| | <u>and/or</u> cancellation of the Registered Name registration. | |
| 3.7.7.3 | 3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee <u>within seven (7) days</u> to a party providing the Registered Name Holder reasonable evidence of actionable harm. | Revision provides greater timing clarity. |
| 3.7.7.11 | 3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted specification or policy <u>Specification or Policy</u> , or pursuant to any registrar or registry procedure not inconsistent with an ICANN-adopted specification or policy <u>any Specification or Policy</u> , (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name. | Revision accounts for the use of new defined terms. |
| 3.7.8 | 3.7.8 <u>Registrar shall comply with the obligations specified in the Whois Accuracy Program Specification. In addition, notwithstanding anything in the Whois Accuracy Program Specification to the contrary,</u> Registrar shall abide by any specifications or policies | Addition accounts for the creation of the Whois accuracy program, as detailed in the Whois Accuracy Program |

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| | <p>established according to Section 4Consensus Policy requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.</p> | <p>Specification, in response to law enforcement’s recommendations.</p> |
| 3.7.9 | <p>3.7.9 Registrar shall abide by any ICANN adopted specifications or policiesConsensus Policy prohibiting or restricting warehousing of or speculation in domain names by registrars.</p> | <p>Revision accounts for the use of new defined terms.</p> |
| 3.7.10 | <p>3.7.11 Registrar shall publish on its website(s) and/or provide a link to the Registrants’ Bill of Rights and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.</p> | <p>Revision accounts for the new Registrants’ Rights and Responsibilities Specification, which sets out certain contractually based rights and responsibilities of registrants.</p> |
| 3.7.11 | <p>3.7.11 Registrar shall make available a description of the customer service handling processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.</p> | <p>Revision provides that Registrar shall make available to registrants its customer service handling processes.</p> |
| 3.8 | <p>3.8 <u>Domain-Name Dispute Resolution</u>. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by ICANN under Section 4ICANN adopts an alternative Consensus Policy or other</p> | <p>Revision accounts for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification.</p> |

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| | <p><u>Specification or Policy with respect to the resolution of disputes concerning Registered Names</u>, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy (<u>“UDRP”</u>) identified on ICANN's website (www.icann.org/general/consensus-policies.htm), <u>as may be modified from time to time</u>. Registrar shall also comply with the <u>Uniform Rapid Suspension (“URS”) procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry Operator for which Registrar is providing Registrar Services</u>.</p> | <p>Revision also requires Registrar to comply with URS.</p> |
| <p>3.9</p> | <p>3.9 Accreditation Fees. As a condition of accreditation<u>Accreditation</u>, Registrar shall pay accreditation<u>Accreditation</u> fees to ICANN. These fees consist of yearly and variable fees.</p> <p>3.9.1 Yearly Accreditation Fee. Registrar shall pay ICANN a yearly accreditation<u>Accreditation</u> fee in an amount established by the ICANN Board<u>ICANN Board</u> of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly accreditation<u>Accreditation</u> fee shall not exceed US\$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN, provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.</p> <p>3.9.2 Variable Accreditation Fee. Registrar shall pay the variable accreditation<u>Accreditation</u> fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.</p> | <p>Revision accounts for use of defined terms.</p> |

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| 3.9.3 | <p>3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 5.11<u>7.6</u> of this Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party <u>designated by ICANN</u> that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).</p> | Revision provides for a minor clarification. |
| 3.9.4 | <p><u>3.9.4 The Accreditation fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the Accreditation fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Accreditation fees. All payments due to ICANN shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by applicable law, in which case, the sum payable by Registrar from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, ICANN receives (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.</u></p> | Revision clarifies that that fees are exclusive of tax. |
| 3.10 | <p>3.10 <u>Insurance.</u> Registrar shall maintain in force commercial general liability insurance <u>or similar liability insurance as specified by ICANN</u> with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term<u>Term</u> of this Agreement.</p> | Clarification accounts for general liability insurance equivalents existing in other regions. |

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| <p>3.11.2</p> | <p>3.11.2 Affiliated Registrar has not initiated arbitration challenging ICANN's right to terminate the Affiliated Registrar's accreditation agreement under Section 5.6<u>5.8</u> of this Agreement, or has initiated such arbitration and has not prevailed;</p> | <p>Correction for change in underlying cross-reference.</p> |
| <p>3.12</p> | <p><u>3.12 Obligations Related to Provision of Registrar Services by Third Parties. Registrar is responsible for the provision of Registrar Services for all Registered Names that Registrar sponsors being performed in compliance with this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its Resellers that enable Registrar to comply with and perform all of its obligations under this Agreement. In addition, Registrar must ensure that:</u></p> <p>3.12.1 Reseller is prohibited from displaying <u>Its Resellers do not display</u> the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited<u>represent themselves as Accredited</u> by ICANN, unless it has<u>they have</u> written permission from ICANN to do so.</p> <p>3.12.2 Any <u>Its Resellers facilitate Registrar's entry into a</u> registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall<u>between the Registrar and the Registered Name Holder in accordance with Section 3.7.7, and upon the request of the Registrant, identify Registrar as</u> the sponsoring registrar or provide a means for identifying <u>Registrar as</u> the sponsoring registrar, such as a link to the InterNIC Whois lookup service.</p> <p>3.12.3 Reseller shall <u>Its Resellers</u> identify the sponsoring registrar upon inquiry from the customer.</p> <p><u>3.12.4 Its Resellers comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the</u></p> | <p>Revisions provide that Registrar is ultimately responsible for all obligations under the Agreement for its Sponsored Names. Revisions require Registrar to maintain a written agreement with its resellers. Revisions also clarify certain obligations of Registrar as it relates to resellers, including thknowe possible creation of a Proxy Accreditation Program as described in 3.14, clarification in 3.12.5 of resellers' responsibilities regarding the providing of informational links to their customers, and clarification in 3.12.6 of Registrars' responsibility to enforce their agreements with resellers.</p> <p>Revision also accounts for the creation of the</p> |

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| | <p><u>Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) Registrar shall prohibit Resellers from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Registrar shall require Resellers to comply with the Specification on Privacy and Proxy Registrations attached hereto.</u></p> <p>3.12.5 To the extent that Registrar is obligated to provide <u>Its Resellers' customers are provided with a link to an ICANN webpage detailing registrant educational information,</u> as detailed in subsection 3.15<u>3.16</u> below, Reseller also shall be under an obligation to provide such linkage.</p> <p><u>3.12.6 In the event Registrar learns that a Reseller is causing Registrar to be in breach of any of the provisions of this Agreement, Registrar shall take reasonable steps to enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.</u></p> <p><u>3.12.7 Its Resellers shall publish on their website(s) and/or provide a link to the Registrants' Rights and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.</u></p> <p><u>Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.</u></p> | <p>Registrants' Rights and Responsibilities Specification.</p> <p>Revision also provides that Registrar will use commercially reasonable enforce its agreements with resellers.</p> |
| <p>3.12 (former)</p> | <p>3.12 Obligations of Third-Party Resellers. If Registrar enters into an agreement with a reseller of Registrar Services to provide Registrar Services ("Reseller"), such agreement must include at least the following provisions:</p> | <p>See above explanation.</p> |
| <p>3.12.4 (former)</p> | <p>3.12.4 Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by</p> | <p>See above explanation.</p> |

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| | <p>reseller in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event reseller breaches the reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and reseller meets any other criteria established by ICANN in accordance with its Bylaws, reseller shall be permitted to apply to ICANN for such recognition.</p> | |
| 3.12.6 (former) | <p>3.12.6 If Registrar becomes aware that such a Reseller is in breach of any of the provisions of Section 3.12 of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement.</p> | See above explanation. |
| 3.13 | <p>3.13 <u>Registrar Training</u>. Registrar's primary contact as identified in Subsection 5.11<u>7.6</u> below or designee (so long as the designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN policies and agreements. The training course will be developed in consultation with registrars. The course will be provided by ICANN at no expense to Registrar, and shall be available in an online format.</p> | <p>Revision accounts for underlying cross-reference.</p> <p>Deletion accounts for training course having already been implemented.</p> |
| 3.14 | <p><u>3.14 Obligations Related to Proxy and Privacy Services</u>. Registrar agrees to comply with any ICANN-adopted Specification or Policy that establishes a Proxy Accreditation Program. Registrar also agrees to reasonably cooperate with ICANN in the development of such program. Until such time as the Proxy Accreditation Program is established, Registrar agrees to comply with the Specification on Privacy and Proxy Registrations attached hereto.</p> | <p>Addition to reflect possible adoption of a Proxy Accreditation Program by ICANN.</p> <p>Addition also reflects the creation of the Specification on Privacy and Proxy Registrations, which provides for certain</p> |

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| | | <p>requirements and obligations of Registrar as it relates to privacy and proxy registrations.</p> |
| <p>3.15</p> | <p>3.14<u>3.15</u> Registrar <u>Self-Assessment and Audits</u>. Registrar shall, upon <u>complete and deliver to ICANN on a schedule and in the form specified by ICANN from time to time in consultation with registrars a Registrar self-assessment. Registrar shall complete and deliver to ICANN within twenty (20) days following the end of each calendar year, in a form specified by ICANN a certificate executed by the president, chief executive officer, chief financial officer or chief operating officer (or their equivalents) of Registrar certifying compliance with the terms and conditions of this Agreement. ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement. Any audits pursuant to this Section 3.15 shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar. As part of such audit and upon request by ICANN, Registrar shall timely provide all responsive documents, data and any other information necessary to demonstrate Registrar's compliance with this Agreement. Upon no less than fifteen <u>(15)10</u> days notice and <u>(unless otherwise agreed to by Registrar), ICANN may, as part of any reasonable</u> contractual compliance audit, (1) timely provide the documents and information known by Registrar necessary to demonstrate compliance with the terms of this Agreement; and (2) permit ICANN to conduct site visits in compliance with all applicable laws <u>during regular business hours</u> to assess compliance <u>by Registrar</u> with the terms <u>and conditions</u> of this Agreement, provided that ICANN, in its notice, states the</u></p> | <p>Revisions bolster ICANN's contractual compliance capabilities, and provide for, among other things, a duty of Registrars to complete self-assessments and further defines ICANN's audit rights.</p> |

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| | <p>specific compliance audit that it intends to conduct. ICANN shall not disclose Registrar confidential information gathered through such audits except as <u>required by applicable law, legal proceedings, or as expressly permitted by an ICANN specification or policy. <u>any Specification or Policy (including ICANN’s Documentary Information Disclosure Policy, as such policy may be amended from time to time); provided, however, that, except as required by applicable law or legal proceedings, ICANN shall not release any information that Registrar has marked as, or has otherwise designated in writing to ICANN as, a “confidential trade secret,” “confidential commercial information” or “confidential financial information” of Registrar. If any applicable law, legal proceeding or Specification or Policy permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information, <u>unless such notice is prohibited by law or legal proceeding.</u></u> Such notice shall include to whom and in what manner ICANN plans to disclose such information.</u></p> | |
| 3.16 | <p>3.15 In the event that ICANN gives reasonable notice to Registrar that <u>3.16 Link to Registrant Educational Information.</u> ICANN has published an educational webpage that identifies available registrant rights and responsibilities, and the content of such webpage is developed in consultation with registrars, <u>summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies (as of the date of this Agreement, located at: http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm).</u> Registrar shall provide a link to the <u>such</u> webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. <u>ICANN may, in consultation with registrars, update the content and/or URL for this website.</u></p> | Revision accounts for webpage having been created and that the webpage may be updated in the future. |
| 3.16 (former) | <p>3.16 Registrar shall provide on its web site its accurate contact details including a valid email and mailing address.</p> | Deleted due to the creation of the Registrar Information |

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| | | Specification. |
| 3.17 | <p><u>3.17 Registrar Contact, Business Organization and Officer Information.</u> Registrar shall provide to ICANN and maintain accurate and current information as specified in the Registrar Information Specification to this Agreement. In addition, Registrar shall publish on each website through which Registrar provides or offers Registrar Services the information specified as requiring such publication in the Registrar Information Specification. Registrar shall notify ICANN within five (5) days of any changes to such information and update Registrar’s website(s) within twenty (20) days of any such changes.</p> | Addition accounts for the creation of the Registrar Information Specification, which contains instructions relating to the publication of specified information relating to Registrar’s organization. |
| 3.18 | <p><u>3.18 Registrar’s Abuse Contact and Duty to Investigate Reports of Abuse.</u></p> <p><u>3.18.1 Registrar shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal Activity.</u> Registrar shall publish an email address to receive such reports on the home page of Registrar’s website (or in another standardized place that may be designated by ICANN from time to time). Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.</p> <p><u>3.18.2 Registrar shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the Registrar is established or maintains a physical office.</u> Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the report. In responding to any such reports, Registrar will not be required to take any action in contravention of</p> | Addition of Registrar requirements to maintain an abuse contact to receive reports of abuse (including Illegal Activity). Provision also outlines requirements relating to the processing and reporting of such matters. |

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| | <p><u>applicable law.</u></p> <p><u>3.18.3 Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of two (2) years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice.</u></p> | |
| 3.19 | <p><u>3.19 Additional Technical Specifications to Implement IPV6, DNNSEC and IDNs. Registrar shall comply with the Additional Registrar Operations Specification attached hereto.</u></p> | <p>Addition accounts for creation of Additional Registrar Operations Specification.</p> |
| 3.20 | <p><u>3.20 Notice of Bankruptcy, Convictions and Security Breaches. Registrar will give ICANN notice within seven (7) days of (i) the commencement of any of the proceedings referenced in Section 5.5.8. (ii) the occurrence of any of the matters specified in Section 5.5.2 or Section 5.5.3 or (iii) any unauthorized access to or disclosure of registrant account information or registration data. The notice required pursuant to Subsection (iii) shall include a detailed description of the type of unauthorized access, how it occurred, the number of registrants affected, and any action taken by Registrar in response.</u></p> | <p>Addition of requirement that Registrars provide ICANN notice upon the filing for bankruptcy, the occurrence of events that entitle ICANN to terminate the agreement, or unauthorized access to or disclosure of registrant account information or registration data.</p> |
| 3.21 | <p><u>3.21 Obligations of Registrars Affiliated with Registry Operators. In the event Registrar is Affiliated with any Registry Operator or back-end registry operator (an "Affiliated Relationship") during the Term of this Agreement, Registrar shall comply with all ICANN Specifications and Policies that may be developed from time to time with respect to such Affiliated Relationships, and will notify ICANN within thirty (30) days of the occurrence of the event that created the Affiliate relationship (e.g., the closing of any merger, acquisition or other transaction, or the execution of any</u></p> | <p>Addition accounts for instances where a Registrar is affiliated with a registry operator or any party providing registry services.</p> |

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| | <u>agreement, in each case, giving rise to such Affiliated Relationship).</u> | |
| 3.22 | <u>3.22 Cooperation with Emergency Registry Service Providers. In the event that ICANN transitions the operation of a registry for a gTLD in which Registrar sponsors Registered Names to an emergency registry service provider, Registrar shall cooperate in all reasonable respects with such emergency registry service provider, including by entering into a registry-registrar agreement with such provider necessary to effect the transition and by providing all Registered Name Holder data reasonably requested by such emergency operator for the purpose of facilitating an efficient transition of the registry for the gTLD.</u> | Revision provides that Registrar must cooperate in the transition of a registry to an emergency back-end registry operator (EBERO). |
| 4.1 | <u>4.1 Compliance with Consensus Policies and Temporary Policies. During the Term of this Agreement, Registrar shall comply with and implement all Consensus Policies and Temporary Policies in existence as of the Effective Date found at http://www.icann.org/general/consensus-policies.htm, and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Policies and Temporary Policies are adopted in accordance with the procedures and relate to those topics and subject to those limitations set forth in the Consensus Policies and Temporary Policies Specification to this Agreement.</u> | Revision accounts for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics. |
| Article 4 (former) | 4.1 Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registrar shall comply with the terms of this Agreement on the schedule set forth in Subsection 4.4, with 4.1.1 new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by ICANN as Consensus Policies in the manner described in Subsection 4.3, 4.1.2 in cases where: 4.1.2.1 this Agreement expressly provides for compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or | Revision accounts for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics. |

~~4.1.2.2 the specification or policy concerns one or more topics described in Subsection 4.2.~~

~~4.2 Topics for New and Revised Specifications and Policies. New and revised specifications and policies may be established on the following topics:~~

~~4.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability, and/or operational stability of Registrar Services, Registry Services, the DNS, or the Internet;~~

~~4.2.2 registrar policies reasonably necessary to implement ICANN policies or specifications relating to a DNS registry or to Registry Services;~~

~~4.2.3 resolution of disputes concerning the registration of Registered Names (as opposed to the use of such domain names), including where the policies take into account use of the domain names;~~

~~4.2.4 principles for allocation of Registered Names (e.g., first-come/first-served, timely renewal, holding period after expiration);~~

~~4.2.5 prohibitions on warehousing of or speculation in domain names by registries or registrars;~~

~~4.2.6 maintenance of and access to accurate and up-to-date contact information regarding Registered Names and nameservers;~~

~~4.2.7 reservation of Registered Names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., "example.com" and names with single-letter/digit labels);~~

~~4.2.8 procedures to avoid disruptions of registration due to suspension or termination of operations by a registry operator or a registrar, including allocation of responsibility among continuing registrars of the Registered Names sponsored in a TLD by a registrar losing accreditation; and~~

~~4.2.9 the transfer of registration data upon a change in registrar sponsoring one or more Registered Names. Nothing in this Subsection 4.2 shall limit Registrar's obligations as set forth elsewhere in this Agreement.~~

4.3 Manner of Establishment of New and Revised Specifications and Policies:

4.3.1 "Consensus Policies" are those specifications or policies established based on a consensus among Internet stakeholders represented in the ICANN process, as demonstrated by (a) action of the ICANN Board of Directors establishing the specification or policy, (b) a recommendation, adopted by at least a two-thirds vote of the council of the ICANN Supporting Organization to which the matter is delegated, that the specification or policy should be established, and (c) a written report and supporting materials (which must include all substantive submissions to the Supporting Organization relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.

4.3.2 In the event that Registrar disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN's bylaws. Such review must be sought within fifteen (15) working days of the publication of the Board's action establishing the policy. The decision of the panel shall be based on the report and supporting materials required by Subsection 4.3.1. In the event that Registrar seeks review and the Independent Review Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN process, then Registrar must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Subsection 5.6.

4.3.3 If, following a decision by the Independent Review Panel convened under Subsection 4.3.2, Registrar still disputes the presence of such a consensus, it may seek further review of that issue within fifteen (15) working days of publication of the decision in accordance with the dispute resolution procedures set forth in Subsection 5.6; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Subsection 5.6 or a final decision is rendered in accordance with the provisions

~~of Subsection 5.6 that relieves Registrar of such obligation. The decision in any such further review shall be based on the report and supporting materials required by Subsection 4.3.1.~~

~~4.3.4 A specification or policy established by the ICANN Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the Board reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the operational stability of Registrar Services, Registry Services, the DNS, or the Internet, and that the proposed specification or policy is as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for establishing the temporary specification or policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds ninety (90) days, the Board shall reaffirm its temporary establishment every ninety (90) days for a total period not to exceed one (1) year, in order to maintain such specification or policy in effect until such time as it meets the standard set forth in Subsection 4.3.1. If the standard set forth in Subsection 4.3.1 is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary specification or policy, it will no longer be a "Consensus Policy."~~

~~4.3.5 For all purposes under this Agreement, the policies specifically identified by ICANN on its website (www.icann.org/general/consensus-policies.htm) at the date of this Agreement as having been adopted by the ICANN Board of Directors before the date of this Agreement shall be treated in the same manner and have the same effect as "Consensus Policies" and accordingly shall not be subject to review under~~

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| | <p>Subsection 4.3.2.</p> <p>4.3.6 In the event that, at the time the ICANN Board of Directors establishes a specification or policy under Subsection 4.3.1 during the Term of this Agreement, ICANN does not have in place an Independent Review Panel established under ICANN's bylaws, the fifteen-working-day period allowed under Subsection 4.3.2 to seek review shall be extended until fifteen (15) working days after ICANN does have such an Independent Review Panel in place and Registrar shall not be obligated to comply with the specification or policy in the interim.</p> <p>4.4 <u>Time Allowed for Compliance.</u> Registrar shall be afforded a reasonable period of time after notice of the establishment of a specification or policy under Subsection 4.3 is e-mailed to Registrar and posted on the ICANN website at <www.icann.org/general/consensus-policies.htm> in which to comply with that specification or policy, taking into account any urgency involved.</p> | |
| 5.1 (former) | <p>5.1 <u>Specific Performance.</u> While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.6 below, provided the party seeking such performance is not in material breach of its obligations.</p> | Moved to new Section 7.1. |
| 5.1 | <p><u>5.1 Term of Agreement.</u> This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated.</p> | Move from former Section 5.4. |
| 5.2 | <p><u>5.2 Renewal.</u> This Agreement and Registrar's Accreditation will be renewed for successive periods of five (5) years upon the Expiration Date and the expiration of each successive five-year term thereafter under the terms and conditions of this Agreement, unless:</p> <p><u>5.2.1 at the time of such renewal, Registrar no longer meets the ICANN registrar Accreditation criteria then in effect;</u></p> <p><u>5.2.2 Registrar is not in compliance with its obligations under this Agreement at the time of the Expiration Date or at the expiration of any</u></p> | Renewal requirements were moved from former Section 5.4. The new Section 5.2 provides further for presumptive renewal of accreditation, subject to the specified requirements. |

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| | <p><u>successive five (5) year term thereafter;</u></p> <p><u>5.2.3 Registrar has been given notice by ICANN of three (3) or more material breaches of this Agreement within the two (2) years preceding the Expiration Date or the date of expiration of any successive five (5) year term thereafter; or</u></p> <p><u>5.2.4 this Agreement has terminated prior to the Expiration Date or the expiration date of any successive five (5) year term thereafter.</u></p> <p><u>In the event Registrar intends to renew this Agreement pursuant to this Section 5.2, Registrar shall provide ICANN written notice thereof during the period that is no more than ninety (90) days and no less than sixty (60) days prior to the Expiration Date and each successive five (5) year term thereafter. The provision of such notice shall not be a condition to renewal hereunder. Pursuant to its customary practices (as may be modified by ICANN), ICANN will provide notice to Registrar of the Expiration Date and the date of expiration of any subsequent term hereunder.</u></p> | |
| 5.3 | <p><u>5.3 Right to Substitute Updated Agreement. In the event that, during the Term of this Agreement, ICANN adopts a revised form Registrar accreditation agreement (the "Updated RAA"), Registrar (provided it has not received (i) a notice of breach that it has not cured or (ii) a notice of termination or suspension of this Agreement under this Section 5) may elect, by giving ICANN written notice, to enter into the Updated RAA. In the event of such election, Registrar and ICANN shall as soon as practicable enter into the Updated RAA for the term specified in the Updated RAA, and this Agreement will be deemed terminated.</u></p> | Addition to replace the former Section 5.4 and updated to reflect the new Section 5.2. |
| 5.5.1 | <p>5.3.1<u>5.5.1</u> There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation<u>Accreditation or renewal of Accreditation</u> or any material accompanying the application.</p> | Revision accounts for defined term and to clarify that provision also applies to renewals. |
| 5.5.2 | <p>5.3.2<u>5.5.2</u> Registrar:</p> | Revision to broaden the events that give |

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| | <p>5.3.2.1<u>5.5.2.1</u> is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or</p> <p><u>5.5.2.1.1 committed fraud,</u></p> <p><u>5.5.2.1.2 committed a</u> breach of fiduciary duty, or</p> <p><u>5.5.2.1.3 with actual knowledge (or through gross negligence) permitted Illegal Activity in the registration or use of domain names or in the provision to Registrar by any Registered Name Holder of inaccurate Whois information; or</u></p> <p><u>5.5.2.1.4 failed to comply with the terms of an order issued by a court of competent jurisdiction relating to the use of domain names sponsored by the Registrar;</u></p> <p><u>or</u> is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of those offenses<u>any of the foregoing</u>; or</p> <p>5.3.2.2<u>5.5.2.2</u> is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others; <u>or</u></p> <p><u>5.5.2.3 is the subject of a non-interlocutory order issued by a court or arbitral tribunal, in each case of competent jurisdiction, finding that Registrar has, directly or through an Affiliate, committed a specific violation(s) of applicable national law or governmental regulation relating to cybersquatting or its equivalent; or</u></p> | <p>rise to a termination in favor of ICANN relating to illegal behavior, violations of laws and regulations, and cybersquatting.</p> |
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| | <p><u>5.5.2.4 is found by ICANN, based on its review of the findings of arbitral tribunals, to have been engaged, either directly or through its Affiliate, in a pattern and practice of trafficking in or use of domain names identical or confusingly similar to a trademark or service mark of a third party in which the Registered Name Holder has no rights or legitimate interest, which trademarks have been registered and are being used in bad faith.</u></p> | |
| <p>5.5.3</p> | <p>5.3.3 Any officer or director of<u>5.5.3</u> Registrar knowingly employs any officer that is convicted of a felony or of a misdemeanor related to financial activities <u>or of any felony</u>, or is judged by a court <u>of competent jurisdiction</u> to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems<u>ICANN reasonably deems</u> as the substantive equivalent of any of these; <u>provided, the foregoing and</u> such officer or director is not removed in such circumstances. Upon the execution of this agreement, Registrar shall provide ICANN with a list of the names of Registrar's directors and officers. Registrar also shall notify ICANN<u>is not terminated</u> within thirty (30) days of any changes to its list of directors and officers.<u>Registrar's knowledge of the foregoing; or any member of Registrar's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registrar's board of directors or similar governing body within thirty (30) days of Registrar's knowledge of the foregoing.</u></p> | <p>Clarification with respect to termination in favor of ICANN with respect to employment of an officer or director convicted of a misdemeanor related to financial activities or any felony.</p> |
| <p>5.5.4</p> | <p>5.3.4<u>5.5.4</u> Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by ICANN during the term of this Agreement as to which Registrar is</p> | <p>Deletion accounts for creation of Consensus Policies.</p> |

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| | <p>seeking, or still has time to seek, review under Subsection 4.3.2 of whether a consensus is present) within fifteen^{twenty-one (1521)} working days after ICANN gives Registrar notice of the breach.</p> | |
| 5.5.5 | <p>5.3.5^{5.5.5} Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.6^{Sections 5.7 or 7.1.}</p> | Correction for change in underlying cross-reference. |
| 5.5.6 | <p><u>5.5.6 Registrar has been in fundamental and material breach of its obligations under this Agreement at least three (3) times within a twelve (12) month period.</u></p> | Addition of provision providing for termination in favor of ICANN upon repeated material breaches of the Registrar. |
| 5.3.7 (former) | <p>5.3.7 Registrar becomes bankrupt or insolvent.</p> | Deletion of provision accounts for new Section 5.5.8. |
| 5.5.8 | <p><u>5.5.8 (i) Registrar makes an assignment for the benefit of creditors or similar act; (ii) attachment, garnishment or similar proceedings are commenced against Registrar, which proceedings are a material threat to Registrar's ability to provide Registrar Services for gTLDs, and are not dismissed within sixty (60) days of their commencement; (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registrar or maintains control over any of Registrar's property; (iv) execution is levied upon any property of Registrar, (v) proceedings are instituted by or against Registrar under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) days of their commencement, or (vi) Registrar files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations.</u></p> | Addition of new provision detailing in more specificity bankruptcy related events that give rise to a termination in favor of ICANN. |
| 5.6 | <p><u>5.6 Termination Procedures.</u> This Agreement may be terminated in circumstances described in Subsections 5.3.1-5.3.6^{5.5.1} though 5.5.6 above only upon fifteen</p> | Correction for change in underlying cross- |

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| | <p>(15) days written notice to Registrar (in the case of Subsection 5.3.4<u>5.5.4</u> occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.6<u>5.8</u> to determine the appropriateness of termination under this Agreement. If <u>This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.5.7 and 5.5.8.</u></p> | <p>reference.</p> <p>Addition of new provision allowing ICANN to terminate immediately for matters related to the safety and security of the internet and for bankruptcy related events.</p> |
| 5.7 | <p><u>5.7 Suspension.</u></p> <p><u>5.7.1 Upon the occurrence of any of the circumstances set forth in Section 5.5, ICANN may, in ICANN's sole discretion, upon delivery of a notice pursuant to Subsection 5.7.2, elect to suspend Registrar's ability to create or sponsor new Registered Names or initiate inbound transfers of Registered Names for any or all gTLDs for a period of up to a twelve (12) months following the effectiveness of such suspension. Suspension of a Registrar does not preclude ICANN's ability to issue a notice of termination in accordance with the notice requirements of Section 5.6.</u></p> <p><u>5.7.2 Any suspension under Subsections 5.7.1 will be effective upon fifteen (15) days written notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of suspension under this Agreement.</u></p> <p><u>5.7.3 Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new gTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from ICANN.</u></p> <p><u>5.7.4 If Registrar acts in a manner that ICANN reasonably determines endangers the stability or</u></p> | <p>Addition of new provision expanding on ICANN's ability to suspend a Registrar's ability to create or sponsor new registered names or initiate inbound transfers of registered names.</p> |

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| | <p>operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 5.6<u>7.1</u>. This <u>Suspension of the Agreement</u> may be terminated immediately upon <u>under this Subsection may, at ICANN's sole discretion, preclude the Registrar from (i) providing Registration Services for gTLDs delegated by ICANN on or after the date of delivery of such notice to Registrar in</u> circumstance described <u>and (ii) creating or sponsoring new Registered Names or initiating inbound transfers of Registered Names for any gTLDs. Registrar must also post the statement specified in Subsection</u> 5.3.7 above<u>5.7.3.</u></p> | |
| <p>5.4 (former)</p> | <p>5.4 Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the ICANN-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Subsection 2.3 and Subsection 4.3. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.3 above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new</p> | <p>Deletion accounts for new Sections 5.1, 5.2 and 5.3.</p> |

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| | <p>accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.</p> | |
| 5.5 (former) | <p>5.5 <u>Addition or Deletion of TLDs for Which Registrar Accredited.</u> On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for each TLD as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional TLD(s) by signing an additional appendix for each additional TLD in the form prescribed by ICANN and submitting the appendix to ICANN. In the event ICANN agrees to the request, ICANN will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any TLD under this Agreement (provided that Registrar will thereafter remain accredited for at least one (1) TLD under this Agreement) by giving ICANN written notice specifying the TLD as to which accreditation is being abandoned. The abandonment shall be effective thirty (30) days after the notice is given.</p> | <p>Deletion tied to revisions to Section 2.1, which provide for removal of individual gTLD appendix process.</p> |
| 5.8 | <p>5.6<u>5.8</u> Resolution of Disputes Under this Agreement. <u>Disputes Subject to the limitations set forth in Section 6 and Section 7.4, disputes</u> arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's accreditation<u>Accreditation</u> and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.6<u>5.8</u> pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There<u>Except as set forth in Section 7.4.5, there</u> shall be three (3) arbitrators: each party shall choose one (1) arbitrator and, if those two (2) agreed by the parties from a list of AAA arbitrators, or if parties do not agree on a third<u>an arbitrator within fifteen (15) days of the AAA request that the parties designate an</u> arbitrator, the third shall</p> | <p>Revision accounts for defined term and clarification of arbitration procedures, including the number of arbitrators and the selection of the arbitrator, and the timing and process associated with stays.</p> |

~~be chosen by the AAA~~AAA shall choose and appoint an arbitrator, paying due regard to the arbitrator's knowledge of the DNS. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the ~~arbitrators~~arbitrator to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the ~~arbitrators~~arbitrator may not reallocate the attorneys' fees in conjunction with their award. The ~~arbitrators~~arbitrator shall render ~~their~~its decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN pursuant to Section 5.5 or suspension of ~~Registrar's ability to create new Registered Names or initiate inbound transfers of Registered Names under~~Registrar by ICANN pursuant to Section ~~2.1 above~~5.7.1, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar. Any order granting a request for a stay must be issued within fourteen (14) days after the filing of the arbitration. If an order granting a request for a stay is not issued within fourteen (14) days, ICANN has the right to proceed with the termination of this Agreement pursuant to Section 5.5 or suspension of the Registrar pursuant to Section 5.7.1. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the ~~Board's~~ICANN Board of Director's determination that a specification or policy is supported by consensus, Registrar may at the same time request

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| | <p>that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN<u>involving ICANN</u> concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.</p> | |
| 5.9 | <p>5.7<u>5.9</u> <u>Limitations on Monetary Remedies for Violations of this Agreement.</u> ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the an amount of accreditation<u>equal to the Accreditation</u> fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement <u>during the preceding twelve-month period.</u> Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditation<u>Accreditation</u> fees owing to ICANN under this Agreement and, except in the case of a good faith disagreement concerning the interpretation of this agreement, reasonable payment to ICANN for the reasonable and direct costs including attorney fees, staff time, and other related expenses associated with legitimate efforts to enforce Registrar compliance with this agreement and costs incurred by ICANN to respond to or mitigate the negative consequences of such behavior for registered name holders<u>Registered Name Holders</u> and the Internet community. In the event of repeated willful material breaches of the agreement, Registrar shall be liable for sanctions of up to five (5) times ICANN's enforcement costs, but otherwise in no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential</p> | Revision accounts for defined terms and provide clarification of the limitations on liability. |

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| | damages for any violation of this Agreement. | |
| 6 | <p><u>6.1 If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein, unless such Specifications expressly do not permit amendment thereto) and all other registrar agreements between ICANN and the Applicable Registrars (the “Applicable Registrar Agreements”) is desirable (each, a “Special Amendment”), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 6; provided that a Special Amendment may not be a Restricted Amendment.</u></p> <p><u>6.2 Prior to submitting a Special Amendment for Registrar Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the “Posting Period”) and providing notice of such proposed amendment to the Applicable Registrars in accordance with Section 7.6. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registrars).</u></p> <p><u>6.3 If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the “Approval Period”), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registrars. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registrars, such Special Amendment receives Registrar Approval, such Special Amendment shall be deemed approved (an “Approved</u></p> | <p>Sections 6 provides for a new mechanism to amend the RAA via a Special Amendment process, whereby ICANN and the registrars can approve amendments that will apply to all registrars. In the event, registrars reject a Special Amendment, the ICANN Board of Directors may proceed with such amendment (despite such rejections), if certain requirements are satisfied. The provision also provides registrars with the ability to propose alternative amendments, which may, unless rejected by the ICANN Board of Directors, amend the RAA. In addition, Registrar may apply for an exemption from the enforcement of any amendment pursuant to Section 6.</p> <p>Disputes under the amendment provision will be subject to</p> |

Amendment”) by the Applicable Registrars, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registrar (the “Amendment Effective Date”). In the event that a Special Amendment does not receive Registrar Approval, the Special Amendment shall be deemed not approved by the Applicable Registrars (a “Rejected Amendment”). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

6.4 If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of Specification 1, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the “Resolution Adoption Date”) requesting an Issue Report (as such term is defined in ICANN’s Bylaws) by the Generic Names Supporting Organization (the “GNSO”) regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a “PDP.” If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN’s Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registrar shall comply with its obligations pursuant to Section 4 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 6.4, the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority

arbitration.

recommendation.

6.5 If (i) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of Specification 1, (ii) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (iii) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (a) recommends adoption of the Rejected Amendment as Consensus Policy or (b) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

6.5.1 the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

6.5.2 the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

6.5.3 to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registrars, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial

and Compelling Reason in the Public Interest;

6.5.4 the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

6.5.5 following such public comment period, the ICANN Board of Directors must (i) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (ii) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registrar Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 6.6, be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registrar (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registrar fees charged by ICANN hereunder, or amend this Section 6.

6.6 Notwithstanding the provisions of Section 6.5, a Board Amendment shall not be deemed an Approved

Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registrars, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

6.6.1 sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

6.6.2 addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

6.6.3 compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registrars, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses 6.6.1 through 6.6.3 in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registrar Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registrar, which effective date shall deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working

Group notifies the ICANN Board of Directors of Registrar Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registrar Approval within thirty (30) days of submission of such Alternative Amendment to the Applicable Registrars (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registrar (which effective date shall deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 6.6.1 through 6.6.3. The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 6.5.1 through 6.5.5.

6.7 In the event that Registrar believes an Approved Amendment does not meet the substantive requirements set out in this Section 6 or has been adopted in contravention of any of the procedural provisions of this Section 6, Registrar may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Section 5.8, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registrar of the Approved Amendment, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. The Approved Amendment will be deemed not to have amended this

Agreement during the pendency of the dispute resolution process.

6.8 Registrar may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registrar hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registrar of such Approved Amendment.

6.8.1 Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registrar.

6.8.2 An Exemption Request may only be granted upon a clear and convincing showing by Registrar that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of Registrar. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants.

6.8.3 Within ninety (90) calendar days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement.

6.8.4 If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall

be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registrar may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Section 5.8.

6.8.5 The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registrar that are approved by ICANN pursuant to this Article 6 or through an arbitration decision pursuant to Section 5.8 shall exempt Registrar from any Approved Amendment, and no Exemption Request granted to any other Applicable Registrar (whether by ICANN or through arbitration), shall have any effect under this Agreement or exempt Registrar from any Approved Amendment.

6.9 Except as set forth in Section 4, Subsection 5.3, this Section 6, Section 7.4 and as otherwise set forth in this Agreement and the Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties, and nothing in this Section 6 or Section 7.4 shall restrict ICANN and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Section 6 or Section 7.4 shall be deemed to limit

Registrar's obligation to comply with Section 4.

6.10 Definitions: For purposes of this Section 6, the following:

6.10.1 "Applicable Registrar Family" means, with respect to Affiliated Registrars, such Affiliated Registrar as a group.

6.10.2 "Registrar Approval" means the receipt of either of the following approvals:

6.10.2.1 The affirmative approval of Applicable Registrars accounting for 90% of the Total Registered Names Under Management by the Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the Total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator; or

6.10.2.2 The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process to approve or disapprove (i.e. vote for or against, but not abstain or otherwise fail to vote) a proposed amendment under this Section 6, and the affirmative approval of Applicable Registrars accounting for 66.67% of the Total Registered Names Under Management by all Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the total

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| | <p><u>Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator. An example of these calculations is set forth in Appendix 1 attached hereto.</u></p> <p><u>6.10.3 “Restricted Amendment” means (i) an amendment of the Consensus Policies and Temporary Policies Specification or (ii) the term of this Agreement as specified in Section 5.1, as such term may be extended pursuant to Section 5.2.</u></p> <p><u>6.10.4 “Total Registered Names Under Management” means the total number of Registered Names sponsored by all Applicable Registrars as reflected in the latest monthly reports submitted to ICANN by Registrars.</u></p> <p><u>6.10.5 “Working Group” means representatives of the Applicable Registrars and other members of the community that the Registrar Stakeholder Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.9.</u></p> <p><u>6.10.6 Notwithstanding anything in this Section 6.10 to the contrary, (a) if Registrar provides evidence to ICANN’s reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 6.10 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.</u></p> | |
| 7.1 | <p><u>7.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any</u></p> | <p>Moved from former Section 5.1.</p> |

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| | <p><u>provision of this Agreement in the manner provided in Section 5.8, provided the party seeking such performance is not in material breach of its obligations.</u></p> | |
| <p>7.3</p> | <p>5.9<u>7.3</u> Assignment; Change of Ownership or Management.</p> <p>5.9.1<u>7.3.1</u> <u>Except as set forth in this Section 7.3.1, either</u> party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld. <u>If ICANN fails to expressly provide or withhold its consent to any requested assignment (an "Assignment Request") of this Agreement by Registrar within thirty (30) calendar days of ICANN's receipt of notice of such Assignment Request (or, if ICANN has requested additional information from Registrar in connection with its review of such request, sixty (60) calendar days of the receipt of all requested written information regarding such request) from Registrar, ICANN shall be deemed to have consented to such requested assignment. Notwithstanding the foregoing, (i) ICANN may assign this Agreement without the consent of Registrar upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (ii) Registrar may assign this Agreement without the consent of ICANN to a wholly-owned subsidiary of Registrar upon such subsidiary's express assumption of the terms and conditions of this Agreement, and (iii) ICANN shall be deemed to have consented to an Assignment Request in which the assignee associated with such Assignment Request is a party to a Registrar Accreditation Agreement with ICANN on the terms set forth in this Agreement (provided that such assignee is then in compliance with the terms and conditions of such Registrar Accreditation Agreement in all material respects), unless ICANN provides to Registrar a written objection to such Assignment Request within ten (10) calendar days of ICANN's receipt of notice of such Assignment Request pursuant to this Section</u></p> | <p>Revision provides for added flexibility for ICANN and Registrar to assign the RAA under certain circumstances. Provision also provides greater specificity to the approval process for assignment requests by Registrar.</p> |

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| | <p><u>7.3.1.</u></p> <p>5.9.2<u>7.3.2</u> To the extent that an entity acquires a controlling<u>Controlling</u> interest in Registrar’s stock, assets or business, Registrar shall provide ICANN notice within thirty<u>seven</u> (30<u>7</u>) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the ICANN-adopted specification or policy on accreditation<u>Specification or Policy on Accreditation</u> criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, ICANN may request additional information from the Registrar establishing compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued accreditation<u>Accreditation</u> shall be resolved pursuant to Subsection 5.6<u>Section 5.8</u>.</p> | |
| 7.4 | <p><u>7.4.1</u> <u>If either the Chief Executive Officer of ICANN (“CEO”) or the Chairperson of the Registrar Stakeholder Group (“Chair”) desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a “Negotiation Notice”). Notwithstanding the foregoing, neither the CEO nor the Chair may (i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.4 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve month period beginning on July 1, 2014.</u></p> <p><u>7.4.2</u> <u>Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group (as defined in Section 6.10.4) shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a</u></p> | <p>Revisions reflect new provisions pursuant to which ICANN or the Registrar Stakeholder Group may propose a path towards negotiation of amendments to the RAA. Under certain circumstances, disputes regarding any proposed amendment(s) may be submitted for arbitration.</p> <p>The effectiveness of certain amendments, as it relates to Registrar, may be delayed</p> |

proposed amendment to this Agreement (the “Proposed Revisions”), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the “Discussion Period”).

7.4.3 If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the “Posting Period”) and provide notice of such revisions to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval (as defined in Section 6.10.2) and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 6.4) by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar.

7.4.4 If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the “Mediation Notice”) requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position

under certain circumstances.

paper with respect thereto on ICANN's website.

7.4.4.1 The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registrar. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.4.4.1.

7.4.4.2 The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

7.4.4.3 Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

7.4.4.4 If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions

on its website for the Posting Period and provide notice to all Applicable Registrars in accordance with Section 7.6. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registrar Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 6.3) by the Applicable Registrars and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) days notice from ICANN to Registrar.

7.4.4.5 If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.4.5.2 below.

7.4.5 If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.8, subject to the requirements and limitations of this Section 7.4.5.

7.4.5.1 If an Arbitration Notice is sent,

the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, Registrars or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registrars), and information regarding such comments and consideration shall be provided to the a three (3) person arbitrator panel. Each party may modify is Proposed Revisions before and after the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registrars (including Registrar) into a single proceeding. Except as set forth in this Section 7.4.5.1, the arbitration shall be conducted pursuant to Section 5.8.

7.4.5.2 No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Sections 2, 4 and 6; subsections 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.14, 3.19, 3.21, 5.1, 5.2 or 5.3; and the Consensus Policies and Temporary Policies Specification, [Data Retention Specification], WHOIS Accuracy Program Specification, Registration Data Directory Service (WHOIS) Specification or the Additional Registrar Operation Specification.

7.4.5.3 The mediator will brief the

arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

7.4.5.4 No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registrar Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

7.4.5.5 In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registrars and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar and deemed an Approved Amendment hereunder.

7.4.6 With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registrar may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 6.8.

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| | <p><u>7.4.7 Notwithstanding anything in this Section 7.4 to the contrary, (a) if Registrar provides evidence to ICANN’s reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 7.4 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.</u></p> | |
| <p>7.6</p> | <p>5.11<u>7.6</u> Notices, and Designations, and Specifications. Except as provided in Subsection<u>Section 4.4 and Section 6</u>, all notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any <u>written</u> notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by ICANN, or when delivered by electronic means followed by an affirmative confirmation of receipt by the recipient’s facsimile machine or email server. For any notice of a new Specification or Policy established in accordance with this Agreement, Registrar shall be afforded a reasonable period of time after notice of the establishment of such Specification or Policy is e-mailed to Registrar and posted on the ICANN website in which to comply with that specification, policy or program, taking into account any urgency involved. Notices and designations by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.</p> <p>If to ICANN, addressed to: Internet Corporation for Assigned Names and Numbers 4676 Admiralty Way<u>12025 Waterfront Drive</u>, Suite</p> | <p>Revision to reflect new cross-reference.</p> <p>Addition of new provision allowing for electronic notification and grace period to comply with new specifications.</p> <p>Revision to reflect new ICANN address.</p> |

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| | <p>330300 Marina del Rey Los Angeles, California 90292 90094-2536 USA Attention: Registrar Accreditation Notices Telephone: 1/310/823-9358 Facsimile: 1/310/823-8649</p> <p>If to Registrar, addressed to:</p> <p>[Registrar Name] [Courier Address] [Mailing Address] Attention: [contact person] Registrar Website URL: [URL] Telephone: [telephone number] Facsimile: [fax number] e-mail: [e-mail address]</p> | |
| 7.8 | <p>5.137.8 <u>Language.</u> All notices, designations, and specificationsSpecifications or Policies made under this Agreement shall be in the English language.</p> | |
| 5.14 | <p>5.14 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.</p> | Deletion accounts for new Section 6. |
| 7.10 | <p>5.167.10 <u>Entire Agreement.</u> Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the appendicesspecifications, which form part of it) constitutes the entire agreement of the parties pertaining to the accreditationAccreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.</p> | Revision to reflect defined term. |
| 7.11 | <p>7.11 Severability. <u>If one or more provisions of this</u></p> | Provision provides |

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| | <p><u>Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.</u></p> | <p>for treatment of the RAA if one or more provisions are found to be unenforceable under applicable law.</p> |
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