

Amendment No. 3 to the .CAT Registry Agreement

ICANN and Fundacio puntCAT agree that the following modifications are made to the .CAT Registry Agreement dated 23 September 2005:

- The Parties agree that the following language is added to the .cat Registry Agreement as Provisions for the new Section VII.2.:

Section VII.2 (a): If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will not disclose such contracts to any third party other than relevant competition authorities. ICANN reserves the right, but not the obligation, to refer any such contract, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, transaction or other arrangement might raise competition issues.

Section VII.2(b): For the purposes of this Agreement: (i) "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, and (ii) "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 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."

Section VII.2 (c) In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in the Appendix 8.

- The Parties agree that the provisions set forth in Section VII.1(b) of the .cat Registry Agreement are amended to read as follows:

VII.1 (b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names with the TLD to itself through a request made to an ICANN-accredited registrar or from becoming an Affiliate of or reseller for an ICANN-accredited registrar.

- The Parties agree to delete Section VII.1(c) of the .cat Registry Agreement, which currently reads as follows:

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

The Parties have duly executed this Amendment as of the date first written below.

ICANN - INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS	FUNDACIO PUNTCAT
By _____ Name: Akram Atallah Title: COO Date:	By _____ Name: Title: Date: