

[THIS DRAFT AGREEMENT IS SUBJECT TO APPROVAL AND FURTHER CHANGE]

SPONSORED TLD REGISTRY AGREEMENT

This SPONSORED TLD REGISTRY AGREEMENT (this "Agreement") is entered into as of _____, 2005 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation, and Fundació puntCAT, Fundació Privada, a Catalonia private foundation.

ARTICLE I INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be the date on which the TLD (as defined below) is delegated within the authoritative root-server system to nameservers designated by Registry.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .CAT ("TLD").

Section 1.3 Designation as Registry. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN hereby designates Fundació puntCAT as the sponsoring organization, and sole registry for the sponsored TLD ("Registry "). ICANN hereby delegates to Registry the authority to develop policies for the sponsored TLD consistent with the requirements of Section 3.1(g) of this Agreement

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry is a Private Foundation, duly organized, validly existing and in good standing under the laws of the Autonomous Community of Catalonia; the Kingdom of Spain and the European Union, in their respective areas of competence, and Registry has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry.

(b) Statements made During Application Process. The factual statements contained in Registry's application for the TLD, or made by Registry Operator in negotiating this Agreement, were true and correct in all material respects at the time the application was submitted to ICANN and are true and correct in all material respects as of the date this Agreement is entered into set forth above.

ICANN's Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE III COVENANTS

Section 3.1 Covenants of Registry. Registry covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Registry shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed specification or policy shall be 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 implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry shall no longer be required to comply with or implement such temporary policy or specification.

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry will fully comply with and implement all Consensus Policies, as the same may be applicable to Sponsored TLDs, found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies."

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

(A) principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD 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., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(v) Registry shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) Data Escrow. Registry shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC-related key material; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry from registrars as part of or following registration of a domain name; and (5) the DNSSEC-related material necessary to sign the TLD zone (e.g., public

and private portions of TLD zone key-signing keys and zone-signing keys). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The escrow shall be maintained, at Registry's expense, by a reputable escrow agent mutually approved by Registry and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry, and the escrow agent. The escrow will contain DNSSEC-related material only after Registry implements it in the future.

(ii) Personal Data. Registry shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Registry shall provide bulk access to the zone files for the registry for the TLD to ICANN on a reasonable basis in the manner ICANN may specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry (which consent neither party shall unreasonably withhold).

(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry 's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry . In the latter event, Registry shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit. For purposes of this section, a "material discrepancy or discrepancies" shall be a discrepancy or discrepancies that, in the singular for the aggregate, result in an understatement in excess of 5% of the fees owed to ICANN by Registry under section 7.2.

(v) Whois Service. Registry shall provide such whois data as set forth in Appendix 5 and Part VI of Appendix S.

(d) Registry Operations.

(i) Registration Restrictions.

(A) Registry shall be responsible for establishing policies, in conformity with the charter, for the naming conventions within the sponsored TLD and for requirements of registration, consistent with Section 3.1(g).

(B) Registry shall be responsible for establishing procedures for the enforcement of applicable Charter restrictions on registration within the TLD, as described in more detail in the sponsored TLD charter attached as Part I to Appendix S.

(C) Registry shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation minimum requirements for DNS services; operation of the shared registration system; and nameserver operations. Registry shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from

time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a Registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

(iv) Process for Consideration of Proposed Registry Services. Following written notification by Registry to ICANN that Registry may make a change in a Registry Service within the scope of the preceding paragraph:

(A) ICANN shall have 15 calendar days to make a "preliminary determination" whether a Registry Service requires further consideration by ICANN because it reasonably determines such Registry Service: (i) could raise significant Security or Stability issues or (ii) could raise significant competition issues.

(B) Registry must provide sufficient information at the time of notification to ICANN that it may implement such a proposed Registry Service to enable ICANN to make an informed "preliminary determination." Information provided by Registry and marked "CONFIDENTIAL" shall be treated as confidential by ICANN. Registry will not designate "CONFIDENTIAL" information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS.

(C) ICANN may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security or Stability implications of the Registry Service in order to make its "preliminary determination." To the extent ICANN determines to disclose confidential information to any such experts, it will provide notice to Registry of the identity of the expert(s) and the information it intends to convey.

(D) If ICANN determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service, does not raise significant Security or Stability (as defined below), or competition issues, Registry shall be free to deploy it upon such a determination.

(E) In the event ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the Registry Service might raise significant competition issues, ICANN shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry . Any such referral communication shall be posted on ICANN's website on the date of transmittal. Following such referral, ICANN shall have no further responsibility, and Registry shall have no further obligation to ICANN, with respect to any competition issues relating to the Registry Service. If such a referral occurs, the Registry will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.

(F) In the event that ICANN reasonably determines during the 15 calendar day “preliminary determination” period that the proposed Registry Service might raise significant Stability or Security issues (as defined below), ICANN will refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service’s effect on Security or Stability (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN staff. Upon ICANN’s referral to the Standing Panel, Registry may submit additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service’s effects on Security or Stability, including whether the proposed Registry Service creates a

reasonable risk of a meaningful adverse effect on Security or Stability as defined below:

Security: For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability: For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry 's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry) and available for public comment, the ICANN Board will have 30 calendar days to reach a decision. In the event the ICANN Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability or Security, Registry will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry upon the posting of the report. The Registry may respond to the report of the Standing Panel or otherwise submit to the ICANN Board additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(I) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an

agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security and Stability. For each matter referred to the Standing Panel, the Chair shall select no more than five members from the Standing Panel to evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Cooperation. Registry shall cooperate with ICANN in efforts to promote and facilitate the security and stability of the Internet and maintain a reliable and stable DNS. To this end, Registry shall provide such data and assistance to ICANN as it may reasonably request from time to time.

(g) General Obligations of Registry to Sponsored Community. During the Term of this Agreement, Registry shall, in developing or enforcing standards, policies, procedures, or practices with respect to the TLD:

- (i) publish such standards, policies, procedures, and practices so they are available to members of the sponsored TLD community;
- (ii) conduct its policy-development activities in a manner that reasonably provides opportunities for members of the sponsored TLD community to discuss and participate in the development of such standards, policies, procedures, or practices;
- (iii) maintain the representativeness of its policy-development and implementation process by establishing procedures that facilitate participation by a broad cross-section of the sponsored TLD community; and
- (iv) ensure, through published procedures, adequate opportunities for members of the sponsored TLD community to submit their views on and objections to the establishment or revision of standards, policies, procedures, and practices or the manner in which standards, policies, procedures, and practices are enforced.

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry as follows:

(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out

Registry for disparate treatment unless justified by substantial and reasonable cause.

(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes. Registry may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry and its administrative and technical contacts. Any request to modify the contact information for the Registry must be made in the format specified from time to time by ICANN.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall be ten (10) years from the Effective Date (the "Expiration Date"). Registry agrees that upon the earlier of (i) termination of this Agreement by ICANN in accordance with Article VI below or (ii) the Expiration Date, it will cease to be the Registry for the TLD, unless, with respect to termination under the foregoing clause (ii), Registry and ICANN agree on terms for renewal of the Agreement as set forth in Section 4.2 below prior to the Expiration Date.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the initial term set forth in Section 4.1 above, and following any renewal term, unless: (i) an arbitrator or court has determined that Registry has been in fundamental and material breach of Registry's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 despite notice and an opportunity to cure in accordance with Article VI hereof and (ii) following the final decision of such arbitrator or court, Registry has failed to correct the conduct found to constitute such breach. Provided, however, that Registry agrees that any renewal of this Agreement is conditioned on its negotiation of renewal terms acceptable to ICANN, including, but not limited to, provisions relating to registry-level fees.

Section 4.3 Changes. While this Agreement is in effect, the parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including to Section 7.2 regarding fees and payments to ICANN.

Section 4.4 Failure to Perform in Good Faith. In the event Registry shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then ICANN may request the arbitrators award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE V DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the

arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, 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 a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry-Level Fees paid by Registry to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry 's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI TERMINATION PROVISIONS

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if Registry fails to cure any fundamental and material breach of Registry's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 despite notice and an opportunity to cure in accordance with Section 6.3 within thirty calendar days after ICANN gives Registry written notice of the breach, which notice shall include with specificity the details of the alleged breach.

Section 6.2 Termination by Registry. Registry may terminate this agreement and its designation as Registry for the .cat TLD pursuant to 120 days prior notice in writing to ICANN, and subject to compliance with section 6.4 hereof.

Section 6.3 Bankruptcy. This Agreement shall automatically terminate in the event Registry shall voluntarily or involuntarily be subject to bankruptcy proceedings and such proceeding is not dismissed within sixty (60) days.

Section 6.4 Notice; Opportunity to Cure. This Agreement may be terminated in the circumstances described in Section 6.1 above only following written notice to Registry and Registry's failure to cure within 30 days or such other reasonable prescribed time period, with Registry being given a reasonable opportunity during that time to initiate arbitration under Section 5.1(b) to determine the appropriateness of termination under this Agreement. In the event Registry initiates arbitration concerning the appropriateness of termination by ICANN, Registry may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay.

Section 6.5 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.4. Registry shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the Registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.6 Rights in Data. Registry shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

Section 6.7 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry in connection with this Agreement shall be at Registry's own risk and ICANN shall have no obligation to reimburse Registry for any such expense, capital expenditure or investment. Registry shall not be required to make any

payments to a successor registry operator by reason of registry fees paid to Registry prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry.

ARTICLE VII SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry shall make access to Registry Services, including the shared registration system, available to ICANN-accredited registrars. The criteria for the selection of Registrars shall be set forth in Appendix S, part V. Following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

- (i) All registrars (including any registrar affiliated with Registry) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;
- (ii) Registry has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
- (iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry 's website;
- (iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;
- (v) All registrars have the same level of access to data generated by Registry to reconcile their registration activities from Registry's Web and ftp servers;
- (vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry; and
- (vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry from time to time, provided however, that any such revisions must be approved in advance by ICANN.

(b) Registry Shall Not Act as Own Registrar. Registry shall not act as a registrar with respect to the TLD. This shall not preclude Registry from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.

(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.

Section 7.2 Fees to be Paid to ICANN.

(a) Payment Schedule. Registry shall pay the Registry-Level Fees specified in Sections 7.2(b) and (c) below, and Section 7.2(d), if applicable, by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. The first quarterly payment of the Fixed Registry-Level Fee shall be prorated from the Effective Date until the end of the calendar quarter in which the Effective Date falls.

(b) Fixed Registry-Level Fee. Commencing on the Effective Date, Registry shall pay ICANN a quarterly Fixed Registry-Level Fee in an amount equal to US\$2,500 for each quarter during the twelve-month period ending June 30, 2006. Such fee is subject to increase on July 1 of each year thereafter in an amount established by ICANN's Board of Directors, but not to exceed a sum equal to 115% of the prior year's fee. One dollar (USD) of the Fixed Registry-Level Fee shall be waived for each dollar that the Registry-Level Transaction Fee exceeds US\$2,000,000 per annum.

(c) Registry-Level Transaction Fee. Commencing as of the Effective Date Registry shall pay ICANN a Registry-Level Transaction Fee in an amount equal to US\$1.00 for each annual increment of an initial or renewal domain name registration or for transferring a domain name registration from one ICANN-accredited registrar to another during the calendar quarter to which the Registry-Level Transaction Fee pertains. For purposes of this Section 7.2(c), a "domain name registration" shall include a domain name within the registry for the TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry or an affiliate thereof maintains Registry Data. The Registry-Level Transaction fee shall not apply to domain names registered according to those services described in Part VII of Appendix S

(d) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of reasonable notice in writing from ICANN of not less than 45 days, Registry shall pay ICANN

a Variable Registry-Level Fee. The fee will be calculated by ICANN, paid to ICANN by the Registry in accordance with the Payment Schedule in Section 7.2(a), and the Registry will invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry. The fee will consist of two components; each component will be calculated by ICANN for each registrar.

(i) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed eighty percent (80%) of the registrar level transaction fee as established pursuant to the approved 2004-2005 ICANN Budget.

(ii) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

(e) Interest on Late Payments. For any payments ten days or more overdue, Registry shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Indemnification of ICANN. Registry shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) the selection of Registry to operate the registry for the TLD; (b) the entry of this Agreement; (c) establishment or operation of the registry for the TLD; (d) Registry Services; (e) collection or handling of Personal Data by Registry; (f) any dispute concerning registration of a domain name within the domain of the TLD for the registry; and (g) duties and obligations of Registry in operating the registry for the TLD; provided that, with respect to item (g) only, Registry shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.

Section 8.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 8.1 above, notice thereof shall be given to ICANN as promptly as practicable. Registry shall be entitled, if it so elects, in a notice promptly

delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry for the Registry TLD and to use a logo specified by ICANN to signify that Registry is an ICANN-designated registry authority. This license may not be assigned or sublicensed by Registry.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party. Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time. Registry must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 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 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.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649
Attention: President and CEO
With a Required Copy to: General Counsel
Email: as specified from time to time

If to Registry, addressed to:

Fundació puntCAT
Telephone:
Facsimile: _____
Attention: _____
Email: _____

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
[insert name of official]
[insert title of official]

Date:

Fundació puntCAT

By: _____
[insert name of official]
[insert title of official]

Date:

**.CAT SPONSORED TLD REGISRY AGREEMENT
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Appendix 1 Data Escrow Specification

This Appendix 1 to the .cat Sponsored TLD Registry Agreement consists of four of the five exhibits to the Data Escrow Agreement that constitutes Appendix 2 to the .cat Sponsored TLD Registry Agreement:

Exhibit A - Schedule for Escrow Deposits

Exhibit B - Escrow Deposit Format Specification

Exhibit C - Escrow Transfer Process

Exhibit D - Escrow Verification Procedures

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

Appendix 1 - Exhibit A
SCHEDULE FOR ESCROW DEPOSITS

Full Deposit Schedule

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

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

Incremental Deposit Schedule

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

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

Appendix 1 - Exhibit B

ESCROW DEPOSIT FORMAT SPECIFICATION

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

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

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

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

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

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

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

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

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

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

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

2. The Report Container. At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD (".cat"), the report type (domain, host, contact, registrar, or transaction), and database-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="cat" report="domain" date="26-Aug-2005
3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}

```
</escrow>
```

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

- a. variant: optional multiple IDN variant names.
- b. idn-language: the language associated with the IDN
- c. status: The domain status code.
- d. id: Unique identifier of the domain name
- e. owned-by: An identification of the sponsoring registrar of the domain.

The sponsoring registrar is designated by a number uniquely assigned by the IANA.

f. ens-auth-id: ENS authorization code.

g. authinfo: the EPP authentication information.

h. maintainer-url: URL of site of maintainer of domain name.

i. created-code: A reference to the transaction that created the domain object.

j. created-on: The date/time the domain object was originally created.

k. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

l. renewed-on: The date/time the domain was last renewed.

m. expires-on: The date the registration expires.

n. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

o. updated-on: The date/time the domain object was last updated.

p. transferred-by: An identification of the registrar that last transferred the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

q. transferred-on: The date/time when the domain object was last transferred.

r. transferred-code: A reference to the transaction that last transferred the domain object.

s. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.

t. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example domain container appears below:

```

<domain fqdn="example.cat">
  <id>AAA-0001</id>
  <variant>éxample.cat</variant>
  <variant>exàmples.cat</variant>
  <idn-language>ca</idn-language>
  <status>ACTIVE</status>
  <owned-by>REG-042</owned-by>
  <ens-authid>CAT-1221</ens-authid>
  <authinfo>mySecret</authinfo>
  <maintainer-url>http://example.cat</maintainer-url>
  <created-code>12345678</created-code>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on></renewed-on>
  <expires-on>1-Jul-2003</expires-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <host>dns1.example.cat</host>
  <host>dns2.example.cat</host>
  <contact-id type="Registrant">PER-0001</contact-id>
  <contact-id type="Administrative">PER-0002</contact-id>
  <contact-id type="Technical">PER-0003</contact-id>
  <contact-id type="Billing">PER-0004</contact-id>
</domain>

```

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

- a. id: Identifier of the host.
- b. owned-by: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- c. created-code: A reference to the transaction that created the host object.
- d. created-on: The date/time the host object was originally created.

- e. updated-by: An identification of the registrar that last updated the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- f. updated-on: The date/time the host object was last updated.
- g. transferred-by: An identification of the registrar that last transferred the host object. A number uniquely assigned by the IANA designates the sponsoring registrar.
- h. transferred-on: The date/time when the host object was last transferred.
- i. ip-address: Any number of IP addresses associated with this host.
- j. maintainer-url: URL of site of maintainer of host.

An example host container appears below:

```
<host fqdn="dns1.example.cat">
  <id>HST-0001</id>
  <owned-by>REG-042</owned-by>
  <created-code>12345679</created-code>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
  <ip-address>192.168.122.1</ip-address>
  <maintainer-url>http://example.cat</maintainer-url>
</host>
```

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

- a. name: The name of the contact.
- b. organization: The organization for the contact.
- c. street1: The first part of the street address of the contact.
- d. street2: The second part of the street address of the contact.

- e. street3: The third part of the street address of the contact.
- f. city: The name of the city of the contact.
- g. state-province: The name of the state/province of the contact.
- h. postal-code: The postal/zip code of the contact.
- i. country: The two letter ISO 3166 code for the contact's country.
- j. voice: The voice phone number of the contact in E164a format.
- k. fax: The fax number of the contact in E164a format.
- l. email: The e-mail address of the contact.
- m. authinfo: the EPP authentication information.
- n. maintainer-url: URL of site of maintainer of contact.
- o. owned-by: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- p. created-code: A reference to the transaction that created the contact object.
- q. created-by: An identification of the registrar that created the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- r. created-on: The date/time the contact object was originally created.
- s. updated-by: An identification of the registrar that last updated the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- t. updated-on: The date/time the contact object was last updated.
- u. transferred-by: An identification of the registrar that last transferred the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- v. transferred-on: The date/time when the contact object was last transferred.
- w. transferred-code: A reference to the transaction that last transferred the

contact object.

x. status: Contact status.

An example contact container appears below:

```
<contact id="1">
  <name>John Doe</name>
  <organization>aol</organization>
  <street1>1234 East 11th Street</street1>
  <street2></street2>
  <street3></street3>
  <city>New York</city>
  <state-province>NY</state-province>
  <postal-code>12345</postal-code>
  <country>US</country>
  <voice>+212.1234567</voice>
  <fax>+212.1234568</fax>
  <email>jdoe@example.cat</email>
  <authinfo>anotherSecret</authinfo>
  <owned-by>42</owned-by>
  <maintainer-url>http://example.cat</maintainer-url>
  <created-code>12345680</created-code>
  <created-by>REG-042</created-by>
  <created-on>1-Jul-2001 12:42:22AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <status>ACTIVE</status>
</contact>
```

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

- a. password: The password for the registrar.
- b. name: The name of the registrar.
- c. status: The registrar status code.

d. contact-id: Any number of contact-id associated with this registrar. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrar, Administrative, Technical or Billing

An example registrar container appears below:

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

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

An example transaction container appears below:

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


Appendix 1 - Exhibit C ESCROW TRANSFER PROCESS

Deposit Transfer Process. Registry, or its technical operator on its behalf, shall prepare and transfer the Deposit file by the following steps, in sequence:

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

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

Appendix 1 - Exhibit D

ESCROW VERIFICATION PROCEDURES

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

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.
2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry's (or, on its behalf, its technical operator's) public key for PGP. (In this step, PGP will also automatically decompress the escrow file).
3. If there are multiple files, they will be concatenated in sequence.
4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by the Registry and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them)).
5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

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

Appendix 2 Escrow Agreement

This Registry Data Escrow Agreement ("Agreement") is made as of this [enter date] (the "Beginning Date"), by and between Fundació puntCAT ("Registry"), **[name of Escrow Agent]** ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated [insert date of Sponsored TLD Registry Agreement] by and between Registry and ICANN ("Sponsored TLD Registry Agreement").

Recitals

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

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

C. Registry and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. **Content of Deposits.** Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that

are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.

2. Schedule for Deposits. Registry must instruct the creation and delivery to Escrow Agent of a Full Deposit once each week, according to the schedule specified in Exhibit A of Appendix 1 to the .cat Sponsored TLD Registry Agreement. Registry must instruct the creation and delivery to Escrow Agent of an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A of Appendix 1.

3. Format of Deposits. The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (the "Format Specification"), attached as Exhibit B of Appendix 1.

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

5. Notification of Deposits. Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry shall instruct the delivery to Escrow Agent and ICANN of a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit C of Appendix 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry (or Registry's agent at Registry's direction) according to the procedures described in Exhibit C of Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.

6. Verification. Within two business days after receiving each Full or Incremental Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D of Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email and fax, Registry and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry shall

instruct the beginning of the development of modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall instruct the delivery of such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall send ICANN a copy of the successful report within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A of Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

7. Retention and Confidentiality.

7.1 Retention. Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility that is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. ICANN and Registry shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

7.2 Destruction of Deposits. At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit D of Appendix 1. Escrow Agent may destroy any Deposits reflecting the Registry Database prior to these four most recent Full Deposits.

7.3 Confidentiality. Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any

requirement pursuant to Sections 9.1.6, 11.2, and 13 of this Agreement), Escrow Agent shall notify Registry and ICANN within seven days or as soon as practicable and reasonably cooperate with Registry and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

8. Duplication. Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry, may reasonably require Registry to promptly oversee the duplication of any Deposit.

9. Release of Deposits. Within five business days after receipt of any required documents and/or notices specified in this Section 9, Escrow Agent shall deliver all Deposits in Escrow Agent's possession (i) to Registry in the event of a release pursuant to any of Sections 9.1.2, or 9.1.5, 9.1.6, 9.1.7 and 9.1.8 or (ii) to ICANN in the event of a release pursuant to Sections 9.1.1, 9.1.4, 9.1.7, or 9.1.8, or (iii) the party designated in the event of a release pursuant to Section 9.1.3, in the event that the Escrow Agent receives all of the items required by Sections 9.1, 9.2, 9.3, and 9.4 below:

9.1 One of the following notices:

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

9.1.2 A written notice by Registry that the Registry Agreement has expired without renewal or been terminated; or

9.1.3 A written notice by Registry and ICANN requesting Escrow Agent to effect such delivery to Registry, ICANN, or replacement escrow agent; or

9.1.4 A written notice by ICANN that it has received no successful verification report from Escrow Agent relating to a

Full Deposit reflecting the Registry Database as of any date within the past month; or

9.1.5 A written notice by Registry that all of the following have occurred:

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

9.1.5.2 Registry gave notice to Escrow Agent of that failure; and

9.1.5.3 Registry has not, within seven calendar days after the notice under Section 9.1.5.2, received notice from Escrow Agent that the Deposit has or the Deposits have been received; or

9.1.6 A written notice by Registry that all of the following have occurred:

9.1.6.1 Registry has received notification from Escrow Agent of failed verification of a Full Deposit or of failed verification of five Incremental Deposits within any calendar month; and

9.1.6.2 Registry gave notice to Registry's agent of that receipt; and

9.1.6.3 Registry has not, within seven calendar days after the notice under Section 9.1.6.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.7 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.8 A written notice by ICANN or Registry that a court, arbitral, legislative, or government agency of competent jurisdiction has issued an order, rule, statute, regulation, or

other requirement that mandates the release of the Deposits to ICANN and/or Registry; and

9.2 Evidence satisfactory to Escrow Agent that ICANN or Registry (whichever gave the notice under Section 9.1) has previously notified the other party in writing; and

9.3 Written instructions from ICANN or a replacement escrow agent (see Section 9.1.3) that the Deposits be released and delivered to whichever of them provided such written instructions; and

9.4 A written undertaking by the party(ies) receiving the Deposits (ICANN or a replacement escrow agent) that the Deposits will be used only as permitted under the terms of the Sponsored TLD Registry Agreement and undertakings made in writing to registrants at registration including with respect to the collection and use of personal information about the registrant for marketing purposes. Upon release of any Deposits to ICANN, Registry or a replacement escrow agent, Escrow Agent shall at the same time deliver to Registry a photostatic copy of the notice it received from Registry and/or ICANN under Sections 9.1.1 to 9.1.8, as applicable.

10. Release of Deposit to Registry . Escrow Agent shall deliver all Deposits to Registry upon termination of this Agreement in accordance with Sections 14.1 and 14.2.1 of this Agreement.

11. Procedure After Release.

11.1 Right to Use Deposits. Upon release of any Deposits to Registry pursuant to Section 9, Registry (or its assignee in accordance with the TLD Sponsorship Agreement), and subject to Section 9.4 above, shall immediately have the right to exercise or have exercised all rights in the Deposits necessary to provide registry services. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Sponsored TLD Registry Agreement) shall immediately have the right, subject to Section 9.4 above, to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Agreement, including as necessary to provide registry services.

11.2 Objection Notices. Upon release of any Deposits to ICANN pursuant to Section 9, Registry shall have thirty calendar days to

notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Sponsored TLD Registry Agreement. Registry and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of Dispute Resolution Procedures shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 Dispute-Resolution Procedures. Registry and ICANN each agrees that it may not challenge, in proceedings for the resolution of disputes between or among those parties under this Agreement, the resolution of any issues, claims, or defenses that were decided, or which it had a reasonable opportunity and motive to raise, in proceedings to which it was a party under the Sponsored TLD Registry Agreement.

11.4 Withdrawal of Objection Notice. A party providing an Objection Notice may, at any time, notify the other parties that it wishes to withdraw its Objection Notice. Upon receipt of notice of such withdrawal, Escrow Agent shall promptly deliver to Registry and/or ICANN any Deposits that have not previously been delivered.

11.5 Dispute Resolution Decisions.

11.5.1 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, the party(ies) receiving the Deposits shall promptly return or destroy, at Registry 's discretion, the Deposits received under Section 9.

12. Indemnity. Registry and ICANN shall, jointly and severally, indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members, and stockholders ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees hereunder (with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders). Escrow Agent shall likewise indemnify and hold harmless Registry and ICANN, and each of their respective directors, officers, agents, employees, members, and stockholders ("Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders.

13. Interpleader.

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by each of Registry and ICANN that are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

14. Term and Termination.

14.1 **Term.** The initial term of this Agreement shall be [insert period of at least one year], commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before

ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry and ICANN shall resolve any such disputes through Subsection 5.1 of the Sponsored TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E to this Appendix 1.

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

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

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

14.2.3 As provided in Section 14.1.

15. Fees and Payments. Registry shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E as compensation for Escrow Agent's services under this Agreement. If Registry fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry of non-payment of any such past-due fees hereunder and, in that event, the Registry shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. Upon payment of the past-due fee by Registry, this Agreement shall continue in full force and effect. If Registry fails to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination, Escrow Agent shall deliver to ICANN all Deposits held by Escrow Agent.

16. Ownership of Deposit Materials. Subject to the provisions of the Sponsored TLD Registry Agreement (including Subsection 6.5), the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry at all times.

17. Miscellaneous.

17.1 Remedies. For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry or ICANN.

17.2 Dispute Resolution. Registry and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in the Sponsored TLD Registry Agreement.

17.3 Limitation of Liability. The parties shall not be liable to each other for special, indirect, incidental, or consequential damages hereunder. As between Registry and ICANN the liability limitations of the Sponsored TLD Registry Agreement also apply. Neither Registry nor ICANN shall be liable to each other for monetary damages under this Agreement.

17.4 Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of Registry or ICANN.

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

17.6 Amendments. This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 Assignment. Neither Registry nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the .cat Sponsored TLD

Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry and ICANN.

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

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

17.10 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction, or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction, or document is received shall be the date on which delivery is deemed to be made.

Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein.

17.12 **Survival.** The obligation of confidentiality in Section 7, Sections 9, 10, 11, 12, 13, and this Section 17.12 shall survive any termination of this Agreement.

17.13 **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or single or partial exercise of any right, power, or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

Appendix 3 Zone File Access Agreement

1. Parties

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

2. User Information

(a) User: _____

(b) Contact Person: _____

(c) Street Address: _____

(d) City, State or Province: _____

(e) Country and Postal Code: _____

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

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

(h) E-Mail Address: _____

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

Name: _____

IP Address: _____

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

products or services for a purpose not prohibited under Section 4 below.

3. Term

This Agreement is effective for a period of three (3) months from the date of execution by Registry (the "Initial Term"). Upon conclusion of the Initial Term this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF CAT TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

4. Grant Of Access

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

- (a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of Registry or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. Registry reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to

specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

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

(c) Not to use this Data, nor permit this Data to be used for any marketing purposes whatsoever.

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

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

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

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

5. Fee

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

6. Proprietary Rights

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will

contain the same notice that appears on and in the Data obtained under this Agreement.

7. Method Of Access

Registry reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, Registry may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

8. No Warranties

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

9. Severability

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

10. No Consequential Damages

In no event shall Registry be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if Registry has been advised of the possibility of such damages.

11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Spain. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the courts of Barcelona (Catalonia; Spain). You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the Courts of First Instance of Barcelona for matters arising in connection with this Agreement

or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to Registry at **[address of Registry]**. Registry has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by Registry or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

13. Definition

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

14. Entire Agreement

This is the entire agreement between you and Registry concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

Fundació puntCAT

User:

By:
(sign)

By:
(sign)

Name:
(print)

Name:
(print)

Title:

Title:

Date:

Date:

ASSIGNED USERID AND PASSWORD

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

USERID:

PASSWORD:

Appendix 4 Registry's Monthly Report

Registry shall provide the following information in its monthly reports. Reports shall be submitted via email to <registry-reports@icann.org>. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

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

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

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

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

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

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

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

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

Field #	Field Name	Notes
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01	registrar-name	registrar's full corporate name
02	iana-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "

20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-grace	domains deleted within the add grace period
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-	total number of restored names for which the

	noreport	registrar failed to submit a restore report
--	----------	---

Appendix 5 Whois Specifications

Public Whois Specification

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

Whois Provider Data Specification

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

1. The Designated Recipient shall only use the data provided by the Registry for the purpose of providing free public query-based Whois access as described in Section 3.1(c)(v) of the .cat Sponsored TLD Registry Agreement. The Designated Recipient may not use such data for any other purpose.
2. The Designated Recipient shall use best efforts to implement any corrections to the data provided by the Registry as soon as practicable.
3. The Designated Recipient must take such technical and organizational security measures as are, at a minimum, equivalent to

those implemented by or on behalf of the Registry with respect to such data.

4. Except for providing free public query-based access according to item 1 above, the Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the .cat Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry and ICANN during the design process as well as during the IETF standards process. In addition, Registry agrees to ensure the implementation of changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following provides the target architecture and initial functionality.

A. Procedures for Providing Access

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

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

a. The XML document will be placed in a file named according to the following convention: For full data sets: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single

digit number should be left-padded with a zero). For incremental data sets: "wiYYMMDD" where "YYMMDD" follows the same format.

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

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

2. Transmission of Full Data Sets. Once prepared, full data sets will be provided either by the procedures for incremental data sets described in item A (3) below or, at the option of either the technical operator, on behalf of the Registry. or the Designated Recipient, by writing the full data set to DAT tape (or other media mutually agreed by Registry and the Designated Recipient) and sending it to the Designated Recipient by expedited delivery service (such as FedEx or DHL). If sent by expedited delivery service, the full data set will be scheduled for arrival no later than the second calendar day following the day to which the full backup relates.

3. Transmission of Incremental Data Sets. To permit the transmission of incremental data sets, Registry shall specify to make them available for download by the Designated Recipient by Internet File Transfer Protocol. Incremental data sets will be made available for download no later than 2000 UTC on the day to which they relate.

B. Content

The XML format is designed to represent both complete and incremental registry data sets.

- The escrow format describes domain, host, contact and registrar objects stored in the registry repository.
- The full escrow describes a snapshot of the given date, while the incremental escrow represents a transaction log. In the full escrow, only the "domain", "host", "contact" and "registrar" elements appear, while in the incremental escrow, the other elements may also appear.
- For the incremental escrow, three additional attributes are specified: the "actor" denotes the entity that caused the modification. This is either a registrar ID, the ID of a support staff member or the name of an internal process of the SRS that performed the modification automatically (like auto-renew). The "timestamp" documents the point in time when the modification has taken place. The "txn" is an identifier that further details the precise activity.
- To allow a differentiation between the creation and updates of an object within an incremental escrow, the "domain", "host", "contact" and "registrar" elements contain an "action" attribute that provides this information.

The following core data is reproduced in the escrow file:

Domain

the internal ID of the domain object

the domain name, including the assigned language and the reserved IDN domain name variants.

the internal ID of the sponsoring registrar

the IDs of the registrant, administrative, technical and billing contact

the status values

the ENS authorization ID

the EPP authentication information

the maintainer URL
the creation, expiration, update and transfer dates

Host

the internal ID of the host object
the domain name
the assigned IP addresses
the internal ID of the sponsoring registrar
the status values
the maintainer URL
the creation, update and transfer dates

Contact

the ID of the contact object
the name, organization, streets, city, state, postal code and country code
the phone and fax numbers and the e-mail address.
the EPP authentication information
the maintainer URL
the creation and update dates

Registrar

the internal ID of the registrar object
the organization, streets, city, state, postal code, country code, phone and fax number, e-mail address, web server address
the creation and update dates
the IDs of the administrative, technical and billing contact

C. Format

The document type declaration (DTD) for the XML formatted escrow files is the following:

```
<?xml version="1.0" encoding="UTF-8"?>
<!ELEMENT escrow-data (domain | del-domain | tr-domain | renew-domain |
host | del-host | contact | del-contact | registrar | del-registrar)*>
<!ATTLIST escrow-data
    tld NMTOKEN #REQUIRED
    date CDATA #REQUIRED
    type (full | incremental) #REQUIRED
    version CDATA #FIXED "1.0"
>
<!ELEMENT domain (idn-domainname)>
<!ATTLIST domain
    dom-id NMTOKEN #REQUIRED
    registrar-id NMTOKEN #REQUIRED
    registrant-id NMTOKEN #REQUIRED
    admin-id NMTOKEN #REQUIRED
    tech-id NMTOKEN #REQUIRED
    billing-id NMTOKEN #REQUIRED
    nameserver-ids NMTOKENS #IMPLIED
    status NMTOKENS #REQUIRED
    ens-auth-id NMTOKEN #IMPLIED
    authinfo CDATA #IMPLIED
    maintainer-url CDATA #IMPLIED
    period CDATA #IMPLIED
    cre-date CDATA #REQUIRED
    exp-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #IMPLIED
    action (create | update) #IMPLIED
    actor NMTOKEN #IMPLIED
    timestamp CDATA #IMPLIED
    txn CDATA #IMPLIED
>
<!ELEMENT del-domain EMPTY>
<!ATTLIST del-domain
    dom-id NMTOKEN #REQUIRED
    actor NMTOKEN #REQUIRED
```

```

    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED
>
<!ELEMENT tr-domain EMPTY>
<!ATTLIST tr-domain
    dom-id NMTOKEN #REQUIRED
    registrar-id NMTOKEN #IMPLIED
    xfer-date CDATA #REQUIRED
    actor NMTOKEN #REQUIRED
    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED
>
<!ELEMENT renew-domain EMPTY>
<!ATTLIST renew-domain
    dom-id NMTOKEN #REQUIRED
    period CDATA #IMPLIED
    exp-date CDATA #REQUIRED
    actor NMTOKEN #REQUIRED
    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED
>
<!ELEMENT host (domainname, ip*)>
<!ATTLIST host
    host-id NMTOKEN #REQUIRED
    registrar-id NMTOKEN #REQUIRED
    status NMTOKENS #REQUIRED
    maintainer-url CDATA #IMPLIED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    action (create | update) #IMPLIED
    actor NMTOKEN #IMPLIED
    timestamp CDATA #IMPLIED
    txn CDATA #IMPLIED
>
<!ELEMENT del-host EMPTY>
<!ATTLIST del-host
    host-id NMTOKEN #REQUIRED
    actor NMTOKEN #REQUIRED
    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED

```

```

>
<!ELEMENT contact (addr, phone, fax, e-mail)>
<!ATTLIST contact
    contact-id NMTOKEN #REQUIRED
    registrar-id NMTOKEN #REQUIRED
    status NMTOKENS #REQUIRED
    authinfo CDATA #IMPLIED
    maintainer-url CDATA #IMPLIED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    action (create | update) #IMPLIED
    actor NMTOKEN #IMPLIED
    timestamp CDATA #IMPLIED
    txn CDATA #IMPLIED
>
<!ELEMENT del-contact EMPTY>
<!ATTLIST del-contact
    contact-id NMTOKEN #REQUIRED
    actor NMTOKEN #REQUIRED
    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED
>
<!ELEMENT registrar (org, street, street?, street?, city, state, post-code,
country-code, phone, fax, e-mail, url)>
<!ATTLIST registrar
    registrar-id NMTOKEN #REQUIRED
    status NMTOKENS #REQUIRED
    admin-id NMTOKEN #REQUIRED
    tech-id NMTOKEN #REQUIRED
    billing-id NMTOKEN #REQUIRED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    action (create | update) #IMPLIED
    actor NMTOKEN #IMPLIED
    timestamp CDATA #IMPLIED
    txn CDATA #IMPLIED
>
<!ELEMENT del-registrar EMPTY>
<!ATTLIST del-registrar
    registrar-id NMTOKEN #REQUIRED

```



```

    actor NMTOKEN #REQUIRED
    timestamp CDATA #REQUIRED
    txn CDATA #REQUIRED
>
<!ELEMENT domainname (#PCDATA)>
<!ELEMENT idn-domainname (basename, variant*)>
<!ATTLIST idn-domainname
    lang NMTOKEN #IMPLIED
>
<!ELEMENT basename (#PCDATA)>
<!ELEMENT variant (#PCDATA)>
<!ELEMENT ip (#PCDATA)>
<!ELEMENT addr (name, org, street, street?, street?, city, state, post-code,
country-code)>
<!ELEMENT name (#PCDATA)>
<!ELEMENT org (#PCDATA)>
<!ELEMENT street (#PCDATA)>
<!ELEMENT city (#PCDATA)>
<!ELEMENT state (#PCDATA)>
<!ELEMENT post-code (#PCDATA)>
<!ELEMENT country-code (#PCDATA)>
<!ELEMENT phone (#PCDATA)>
<!ATTLIST phone
    ext CDATA #IMPLIED
>
<!ELEMENT fax (#PCDATA)>
<!ATTLIST fax
    ext CDATA #IMPLIED
>
<!ELEMENT e-mail (#PCDATA)>
<!ELEMENT url (#PCDATA)>

```

Whois Data Specification – ICANN

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

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to this .cat Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry and ICANN during the design process as well as during the IETF standards process. In addition, Registry shall implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following represents the target architecture and initial functionality.

A. Procedures for Providing Access

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

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

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

b. The Registry, or its technical operator on its behalf, may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an .MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors. The Registry may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the file size.

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

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

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

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

B. Content

The full data sets will consist of the objects and contents described for full data sets in the Part VI of Appendix S ("Public Whois").

C. Format

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

Appendix 6

Schedule of Reserved Names

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

A. Labels Reserved at All Levels. The following names shall be reserved at the second level and at all other levels within the TLD at which Registry makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab
- iana
- iana-servers
- iesg
- ietf
- irtf
- istf

- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

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

- All single-character labels.
- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

C. Tagged Domain Names. All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

D. Second-Level Reservations for Registry Operations. The following names are reserved for use in connection with the operation of the registry for the Registry TLD. Registry may use them, but upon conclusion of Registry's designation as of the registry for the .cat Sponsored TLD they shall be transferred as specified by ICANN:

- nic
- whois
- www

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

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

Appendix 7 Functional and Performance Specifications

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

1. Conventions

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

2. Nameserver Requirements

The nameservers for the .cat Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs): [1034](#), [1035](#), [1101](#), [2181](#), and [2182](#). In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC [2234](#):

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

There MUST be nameservers for the .cat Sponsored TLD on at least five different network segments. So that the IANA has zone-file access, zone-file transfers MUST be enabled at all nameservers for transfers to at least 128.9.0.0/16 and 192.0.32.0/20.

3. Registry System Requirements

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

4. Whois Service Requirements

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

5. Data Escrow Requirements

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

6. Reporting Requirements

The Registry system **MUST** provide data sufficient to meet the reporting requirements set forth in Appendix 4.

7. Performance Specifications

DNS Service Availability. Service availability as it applies to the DNS Service refers to the ability of the Nameservers, as a group, to resolve a DNS query from an Internet user. The committed Performance Specification is 99.999% measured in Monthly Timeframes.

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

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

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

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

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

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

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

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

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

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

three consecutive failed CNNP Tests to be considered to have persistently failed.

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

If, following Registry 's opportunity to cure, the Nameservers continue to persistently fail CNNP Tests and Registry fails to resolve the problem within thirty days after written notice of the continuing failures, Registry will be in breach of its obligations under the Registry Agreement.

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

Whois Service Availability. The committed Performance Specification for Whois Service is 99.4% measured in Monthly Timeframes.

Whois Service Performance Level. The Whois Service will, on average, be able to handle 50 queries per second.

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

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

8. Location of Data Centers

The back-end provider, currently CORE Internet Council of Registrars, will provide data centers for registration services. The primary data center is currently located in Dortmund, Germany. Back-up data centers will be located in other locations in the future.

Appendix S

- Part I .cat sTLD Charter
- Part II Delegated Authority
- Part III Description of .cat Sponsored TLD Community
- Part IV Start-Up Plan
- Part V Selection of Registrars
- Part VI Public Whois
- Part VII Additional Provisions
 - Exhibit A Community-Assigned Names

Appendix S – Part I .CAT Charter

I

The .cat TLD will be established to serve the needs of the Catalan Linguistic and Cultural Community on the Internet (the “Community”)

The Community consists of those who use the Catalan language for their online communications, and/or promote the different aspects of Catalan culture online, and/or want to specifically address their online communications to that Community.

II

The .cat TLD will be managed by Fundació puntCAT in accordance with (i) the provisions of this Charter (the “Charter”); (ii) the interests of the Community; (iii) Consensus Policies and Temporary Specifications or Policies (as defined in Section 3.1 (a) of the Agreement), as they may be applicable to Sponsored TLDs, and (iv) the interests of the global Internet community, with special consideration for interoperability, technical stability, and security aspects.

Fundació puntCAT shall be responsible for establishing registration requirements for second-level domains in the .cat TLD, consistent with this Charter.

III

For the purposes of this Charter, without being exhaustive, and as may be amended or clarified from time to time as contemplated by item IV, below, the Registry’s policies may permit registrations in .cat TLD to the following:

- Universities, schools, research institutions and other academic entities that use Catalan in their academic activities or teach/promote aspects of Catalan culture
- public or private entities whose aim is promoting the Catalan culture
- writers, translators, correctors and journalists publishing (or contributing to) works in Catalan
- publishing companies that publish works in the Catalan language or

relating to the Catalan culture

- media using the Catalan language for their communications
- individuals, groups, businesses, organizations, entities or initiatives, however constituted, carrying online communications in Catalan
- individuals, groups, businesses, organizations, entities or initiatives, however constituted, proving their belonging to the Community by way of sponsorship from other members of the Community in the form established in the Registration Policies
- members of Fundació puntCAT

IV

The Registry may amend, clarify, extend or re-enumerate the industry sectors identified in clause III, above, provided that such changes are within the scope of the definition set out in clause I, above. The Registry will promptly inform ICANN of such changes.

Appendix S - Part II Delegated Authority

The following areas of responsibility for development of policies for the Sponsored TLD are delegated to the Registry, provided the other provisions of the Agreement and its Appendices are followed:

1. Establishment of naming conventions to be used in the Sponsored TLD.
2. Restrictions on what types of people or entities may register Domain Names (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter is not exceeded.
3. Restrictions on how Registered Names may be used (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter is not exceeded.
4. Performance of Eligibility and Name-Selection Services (ENS Services), either directly by the Registry or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services.
5. Mechanisms for enforcement of the restrictions in items 2 and 3, including procedures for revocation or cancellation of registrations.
6. Mechanisms for resolution of disputes concerning eligibility and of disputes between owners of rights (who may or may not be registrants) in names and registrants, that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law, such as Charter Compliance Policy, Charter Reconsideration Policy and Mediation Procedure.
7. Accreditation, in conjunction with ICANN, of additional dispute resolution providers for the administration of .cat-specific dispute resolution policies.
8. Selection of back-end registry provider and establishment of the terms of agreement between the Registry and the provider.
9. Selection of other service providers.
10. Functional and performance specifications for Registry Services.

- 11.Pricing of Registry Services.
- 12.Modifications of Registry Services that do not represent material changes to approved Registry Services.
- 13.Matters concerning the operation of the registry for the Sponsored TLD.
- 14.Selection of ICANN-Accredited Registrars to act as registrars for the Sponsored TLD, consistent with Part V of this Appendix S.
- 15.Terms of agreement to be offered by the Registry to ICANN-Accredited Registrars selected by Registry, including provisions for fair treatment by the Registry and the Registry Operator of those registrars.
- 16.Practices of ICANN-Accredited Registrars selected by Registry with respect to (a) Registered Names and their registration and (b) other Registry Services and (c) Registry technical platform, including limiting their access to the registration system due to abuses on those areas.
- 17.Terms of agreement between registrars and registrants under which Registered Names are registered.
- 18.Uses and practices by registrants with respect to Registered Names, including a Code of Conduct.
- 19.Procedures and schedule for the start-up of the Sponsored TLD, provided they are consistent with Part IV of this Appendix S.
- 20.Provisions for publication of registry and registrar data consistent with the TLD Sponsorship Agreement and Registrar Accreditation Agreements.
- 21.Terms of agreement between or among Registry, registrars, and registrants necessary to give effect to the above.
- 22.Management and modification of .cat Policy Development Procedures
- 23.Establishment and update of a list of Community-assigned Domain Names
- 24.Reservation of names to be withheld from reservation in the sTLD (in addition to those names reserved by ICANN and set forth in Appendix 6).

25. Other areas of responsibility as agreed to in writing by both ICANN and Registry
26. Any other policies or practices not inconsistent with the Agreement, ICANN Temporary Specifications and Policies, or Consensus Policy.

Appendix S – Part III Description of Sponsored TLD Community

The .cat TLD is intended to serve the needs of the Catalan Linguistic and Cultural Community on the Internet (the “Community”).

“Catalan Linguistic and Cultural Community” refers to those individuals, groups, businesses, organizations, entities or initiatives, however constituted, eligible to register in the .cat TLD according to this Agreement and the .cat Charter (Part I to this Appendix S). The Community includes those who (1) use the Catalan language for their online communications, (2) and/or promote the different aspects of Catalan culture online, (3) and/or want to specifically address their online communications to that Community.

The Registry may extend or amend the description of the Community consistent with the terms of the Agreement and the .cat Charter.

APPENDIX S – PART IV

Start-Up Plan

Registry will implement the following Start-up Plan for the .cat Sponsored TLD:

BACKGROUND

The Start-up Plan provides for the orderly introduction of the .cat sTLD for the purpose of ensuring competition, fairness and reliability for ICANN-Accredited Registrars, registrants, and the .cat Community (as defined in Part III of this Appendix S). It is intended to create a stable and effective registration process for the benefit of the Internet community in general, and effected stakeholders in particular, while minimizing the number of conflicts within the Community or with third parties.

TIMELINE

Registry plans to introduce and begin to support products and services on the following approximate and estimated timeline. All referenced dates are based on the Effective Date of the Registry Agreement (ED).

POLICY & STRUCTURE	
DATE	EVENT
2003-In Process	<ul style="list-style-type: none">• Policy Development• Community Awareness
ED + 30	<ul style="list-style-type: none">• Publication of Draft Registration Agreement• Publication of Draft Dispute Resolution Mechanisms (15 days comment period)
ED + 30	<ul style="list-style-type: none">• Registry selects Dispute Resolution Provider for .cat specific DR policies
ED + 30	<ul style="list-style-type: none">• Registry signs contract with technical operator
ED + 30	<ul style="list-style-type: none">• Registrar Accreditation begins
ED + 60	<ul style="list-style-type: none">• Publication of Final version of

	Registration Agreement & Dispute Resolution Policies
REGISTRATION OPERATIONS	
ED + 30	<ul style="list-style-type: none"> • OT&E testing
ED + 75	<ul style="list-style-type: none"> • Defensive registrations (60 days)
ED + 75	<ul style="list-style-type: none"> • Start of Sunrise Period. Phase I (90 days)
ED + 135	<ul style="list-style-type: none"> • Start of Sunrise Period. Phase II (60 days)
ED + 195	<ul style="list-style-type: none"> • Start of Sunrise Period. Phase III (15 days)
ED + 210	<ul style="list-style-type: none"> • Full Operations Mode

AGREEMENT AND POLICY DEVELOPMENT

Registry has commenced development of the various agreements and policies needed in connection with the operation of the .cat sTLD. All those documents and policies will be published for a two-weeks comment period.

OT&E TESTING

Registry will conduct comprehensive testing of the registry system and registration procedures (including the interfaces with Registrars).

DEFENSIVE REGISTRATIONS

Registry will allow intellectual property owners not otherwise eligible to register a .cat Domain Name to register trademarks to which they have title as Defensive Registrations in the .cat sTLD through ICANN Accredited Registrars. Registrants must validate their interests in requested domains through a trademark validation process to avoid abusive or ineligible registrations. The Defensive Registration Period is currently scheduled for a period of 60 days.

SUNRISE PERIOD

The goal of the Sunrise period is double: on one hand, to ensure stable

registry operations and prepare for full operations, adjusting policies and process if required; on the other hand, to allow prospective registrants with special title to have priority in their registrations, as a means to control possible disputes.

The .cat Sunrise Period will consist of three phases:

Phase I

In this phase only entities having a relevant and direct relationship with the promotion of the Catalan language or culture will be entitled to register domain names. The Registry will publish for public comment the criteria and the lists or registers used for validating such qualification. This Phase I will last for 90 days.

Phase II

All legal entities proving prior online communications in Catalan will be admitted in Phase II, which will last for 60 days.

Phase III

All those individuals and entities (over 68.000 in total) who provided support to the .cat application will receive a special ENS ID & code allowing them to participate in this Phase III during 15 days after the end of Phase II.

Overlap of Phases, and Priority within Phases

While the three successive Phases represent a logical order, they may overlap chronologically. No application for Phase II applicants will be evaluated until the end of the review of all Phase I applications. No application for Phase III will be evaluated until the of the review for the previous two Phases.

Within each phase, and provided eligibility has been validated, names will be assigned in a first come, first served basis.

Phase II is currently scheduled to start 60 days after Phase I, running for 30 days in parallel with Phase I. Nevertheless, Registry may decide to allow applications for all three Phases in parallel, maintaining the priority among

Phases for validations and domain name delegations.

FULL OPERATIONS

The goal of the full operations period is to provide continuous and stable registry operation to the Community.

Registry may from time to time update registration operations and procedures and include new products and services consistent with the .cat Sponsored TLD Registry Agreement.

MODIFICATION OF TIMELINE

Registry will publish within 30 days of the Effective Date a new Timeline.

Appendix S – Part V Selection of Registrars

Registry will select among ICANN-accredited registrars wishing to register domain names in .cat Sponsored TLD in a manner that promotes the following characteristics:

1. Thorough and demonstrated understanding of the principles and intentions underlying .cat TLD policies and procedures;
2. Recognition of the specific nature of the .cat Sponsored TLD and demonstrated willingness to participate in providing registrar services to registrants in full support of the policy requirements established for Eligibility and Name Selection [ENS];
3. Dedicated willingness and ability to propagate and enforce sTLD policies in an observant and diligent manner and in accordance with policies and procedures prescribed by Registry;
4. Demonstration that sufficient staff resources are available and that the Registrar has the technical ability to interface with automated and manual elements of the .cat TLD registry;
5. Demonstrated systems designed to avoid submission of unqualified or incomplete applications that will burden the ENS system or make it impossible for Registry to fulfill its commitments to ICANN;
6. Demonstrated systems designed to avoid any disputes regarding transfers among Registrars and acceptance of any .cat policies and procedures established in that regard;
7. Acceptance of Registry policies and designated procedures for grace periods for registrants;
8. Willingness and ability to post and refresh a minimum deposit against which fees will be drawn;
9. Demonstrated willingness and ability to publicize and market the .cat TLD, and to follow all .cat TLD marketing guidelines and to use its materials as appropriate;

Registry has not established a minimum or maximum number of Registrars that will be selected for the .cat TLD. Registry will evaluate and, in its reasonable discretion, determine whether to qualify an applicant Registrar to serve as a Registrar for the TLD.

Registry will accept applications from any ICANN-accredited Registrar and will enter into agreements with Registrars only after a decision with respect to the selection of each applicant to serve as a Registrar based on all of the above criteria and will periodically review and, as appropriate, revise its selection of Registrars based on such criteria.

Appendix S – Part VI Public Whois Specification

Subject to Registry's compliance with this .cat TLD Registry Agreement, including all attachments and appendices thereto (the "Agreement") and any Temporary Specifications or Policies or Consensus Policies as defined in the Agreement, and provided the scope of the Charter is not exceeded:

Registry will implement the following Public Whois Specification:

SPECIFICATION

Subject to any future policy regarding Whois data adopted by ICANN, domain name registrants will be required to provide correct contact information and, as permitted by applicable law, consent to selected information being made public for legitimate purposes.

Until a generally accepted specification replacing RFC 3912 is available, the Registry will provide RFC 3912-compliant Whois service. The specification contained in this Part VI to Appendix S is subject to change by agreement of the Registry and ICANN during the design process as well as during the IETF standards process. However, the following provides the target architecture and initial functionality. In addition, Registry agrees to implement changes to this specification specified by ICANN to conform to IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1].

ADDITIONAL FIELDS CAPABILITY

If necessary, the Registry may introduce additional fields to the list of Whois fields described in this document. Those fields will be preceded and identified by appropriate tags.

INTERNATIONALIZED DATA

The Registry uses so-called "localized" address fields for contacts (see also RFC 3733). These fields may contain non-US-ASCII characters according to the IDN Table for Catalan Language (ca) that Registry will register with IANA upon signature of this Agreement. In order to support

transmission of such characters, the system will provide an option specifying an alternative character set which should be used instead of the default US-ASCII character set.

INPUT FORMAT SPECIFICATION

The input to the Whois server consists of two parts: the options and the query itself.

The following options are available:

the -C option allows to specify the character set for both input and output

If the -C option is specified, the Whois server expects a character set name as the next token. The name must correspond to one of the IANA character set names. Only a limited set of character sets is supported by the server. It can be determined with the HELP query described below. At least US-ASCII and UTF-8 are supported. If the specified character set is supported, the server tries to reinterpret the octet sequence that has been sent as input via this character set. If it succeeds, it continues processing, otherwise, an error response is generated. The use of this option does not guarantee in general that all characters that are intended to be sent to the client can properly be represented. If during the conversion of the output to the specified character set a character is found that cannot be represented, it is replaced with a question mark. In addition, a comment is added to the output that notifies the recipient of the response about this problem.

By default, the Whois service searches for domain names. By the following keywords, the search type can be determined:

Keywords (case insensitive)	Type
do, domain	Search for domain objects. Either the "Domain Name", "Domain Name ACE" or "Domain ID" field is used
ho, host	Search for name server objects. Either the "Host Name", "Host Name ACE" or the "Host ID" field is used
Contact	Search for contact objects in the "Contact ID" field
ap, application	Search for an application object.

	Either the “Domain Name”, “Domain Name ACE” or “Application ID” field is used. Only valid during the sunrise period.
Registrar	Search for registrar objects in the “Registrar ID” or “Registrar Organization” field

In addition, the following search options are available:

Keywords (case insensitive)	Option
Id	Search is performed in the respective ID field
Ace	Search is performed in the respective ACE field

In general, domain names in the input are considered as being Internationalized Domain Names (IDNs, as defined in section 2, “Terminology”, RFC 3490). By using the ace option, a given domain name is considered as being an ACE domain name. The use of the option does not have an influence on the response.

The output can be controlled by the following keywords:

Keywords (case insensitive)	Option
=, full	Always return the complete data, even if multiple entries are found
sum, summary	Always return summarized data, even if only a single entry is found

The last token in the input is taken as the search parameter.

If the search parameter is “help” and no object type is given, no search is performed, but a short summary about the input format is returned.

OUTPUT FORMAT SPECIFICATION

The results of the query are encoded using either the US-ASCII character set or, if a valid character set has been specified via the -C option, the selected character set. If the output contains characters for which no encoding does exist, it is handled in different ways depending on the location. For domain names, they are replaced with a question mark and a respective warning comment is added to the beginning of the output:

[note: the following two warnings are provided as an example]

```
% WARNING: THIS RESPONSE IS NOT AUTHENTIC
%
%      The selected character encoding "XXX" is not able to
%      represent all characters in this output. Those
%      characters that could not be represented have been
%      replaced with "?". Please resubmit your query with a
%      suitable character encoding in order to receive an
%      authentic response.
%
```

Within contact fields, accented letters are replaced by their non-accented equivalent letters (which are part of the ASCII character set) and a respective warning comment is added to the beginning of the output:

```
% WARNING: THIS RESPONSE IS NOT AUTHENTIC
%
%      The selected character encoding "XXX" is not able to
%      represent all characters in this output. Those
%      characters that could not be represented have been
%      replaced with the unaccented ASCII equivalent. Please
%      resubmit your query with a suitable character encoding
%      in order to receive an authentic response.
%
```

If both cases appear, a suitable combined warning is generated. The different handling of characters that cannot be represented lies in the different importance of the correct spelling. While it is a common practice to remove accents from names and addresses in order to further process them in ASCII-only contexts, such a methodology is considered harmful regarding domain names. In this case it is better to produce an invalid

domain name with question marks in it instead of a name that might be considered as the actual spelling.

All lines are terminated by CR/LF pairs. Lines that contain comments, legal notes or similar, start with a percent sign ('%'). If the output consists of multiple objects, they are separated by at least one empty line. The objects themselves (including the related subobjects, like referenced contacts of a domain) do not contain empty lines. If no objects match the search query, "NOT FOUND" is returned. The object data is composed of multiple key-value lines. Key and value of a key-value pair are separated by a colon (':'). The key may contain space characters. For domain names that appear in the output, both the IDN version and the ACE version are supplied, even if the IDN consists of LDH characters only and is identical to the ACE representation. This applies to names of domains and hosts as well as name server references in domains. It does not apply to e-mail addresses (which contain domain names as part of the address) in the contact data.

Example:

```
...
Domain Name: fundació.cat
Domain Name ACE: xn—fundaci-r0a.cat
...
Name Server: blau.exemple.cat 192.0.2.1
Name Server: marró.exemple.cat 192.0.2.2
Name Server ACE: blau.exemple.cat 192.0.2.1
Name Server ACE: xn—marr-tqa.exemple.cat 192.0.2.2
...
```

Domain Data Format

Depending on the query and options, either a short or a long format is produced.

Short format:

```
Domain ID: D38482
Domain Name: exemple.cat
Domain Name ACE: exemple.cat
```

Full Format:

Domain ID: D38482
Domain Name: exemple.cat
Variant Name: exemple.cat
Variant Name: exemplè.cat
Domain Name ACE: exemple.cat
Variant Name ACE: xn--xemple-9ua.cat
Variant Name ACE: xn--exempl-8ua.cat
Domain Language: ca
Registrar ID: IANA-15
Created On: 2001-07-23 17:53:02 GMT
Last Updated On: 2002-11-01 09:21:47 GMT
Expiration Date: 2005-07-23 17:53:02 GMT
Status: ok
Registrant ID: C343238
Registrant Name: CORE Internet Council Of Registrars
Registrant Organization: CORE Internet Council Of Registrars
Registrant Street: WTC II, 29 route de Pre-Bois
Registrant City: Geneva
Registrant State/Province: Geneva
Registrant Postal Code: 1215
Registrant Country: CH
Registrant Phone: +41.229295744
Registrant Phone Ext:
Registrant Fax: +41.229295745
Registrant Fax Ext:
Registrant Email: secretariat@corenic.org
Admin ID: C343238
Admin Name: CORE Internet Council Of Registrars
Admin Organization: CORE Internet Council Of Registrars
Admin Street: WTC II, 29 route de Pre-Bois
Admin City: Geneva
Admin State/Province: Geneva
Admin Postal Code: 1215
Admin Country: CH
Admin Phone: +41.229295744
Admin Phone Ext:
Admin Fax: +41.229295745
Admin Fax Ext:
Admin Email: secretariat@corenic.org
Tech ID: C343238

Tech Name: CORE Internet Council Of Registrars
Tech Organization: CORE Internet Council Of Registrars
Tech Street: WTC II, 29 route de Pre-Bois
Tech City: Geneva
Tech State/Province: Geneva
Tech Postal Code: 1215
Tech Country: CH
Tech Phone: +41.229295744
Tech Phone Ext:
Tech Fax: +41.229295745
Tech Fax Ext:
Tech Email: secretariat@corenic.org
Billing ID: C343238
Billing Name: CORE Internet Council Of Registrars
Billing Organization: CORE Internet Council Of Registrars
Billing Street: WTC II, 29 route de Pre-Bois
Billing City: Geneva
Billing State/Province: Geneva
Billing Postal Code: 1215
Billing Country: CH
Billing Phone: +41.229295744
Billing Phone Ext:
Billing Fax: +41.229295745
Billing Fax Ext:
Billing Email: secretariat@corenic.org
Name Server: ns1.exemple.cat 192.0.2.1
Name Server: ns2.exemple.cat 192.0.2.2
Name Server ACE: ns1.exemple.cat 192.0.2.1
Name Server ACE: ns2.exemple.cat 192.0.2.2

Regarding the included contact data, see below also.

Host Data Format

Short Format:

Host ID: H38473
Host Name: ns3.exemple.cat
Host Name ACE: ns3.exemple.cat

Full format:

```
Host ID: H38473
Host Name: ns3.exemple.cat
Host Name ACE: ns3.exemple.cat
Registrar ID: IANA-15
Created On: 2001-07-23 17:53:02 GMT
Last Updated On: 2002-11-01 09:21:47 GMT
Status: ok
IP Address: 192.0.2.3
IP Address: 3FFE:3273:1002::FE99:3BC7
```

Contact Data Format

Short format:

```
Contact ID: C394583
Name: Núria Ferrer i Puig
```

Full format:

```
Contact ID: C394583
Status: ok
Name: Núria Ferrer i Puig
Organization:
Street: Plaça de l'Església, 1
City: Castelló d'Empúries
State/Province: Catalunya
Postal Code: 17486
Country: ES
Phone: +34.123456789
Phone Ext:
Fax: +34.987654321
Fax Ext:
Email: nuria.ferrer@exemple.cat
```

The actual published data depends on the registry policy and the contact's disclosure settings (see RFC 3733). If data is not disclosed, the respective key-value pair is omitted. In contrast, empty fields (like the organization in the given example), are included. This allows the client to differentiate between the two cases.

Application Format

During the Sunrise period, the Whois is enabled to return information about pending applications. Since multiple applications may be possible for a single domain name, a query using a domain name may return more than one record. Similar to the wild card search, the short report format is used by default if more than one record is found.

Short Format:

```
Application ID: A38482
Domain Name: exemple.cat
Domain Name ACE: exemple.cat
Name: Núria Ferrer i Puig
Organization:
```

Full format:

```
Application ID: A38482
Domain Name: exemple.cat
Variant Name: exemple.cat
Variant Name: exemplè.cat
Domain Name ACE: exemple.cat
Variant Name ACE: xn--xemple-9ua.cat
Variant Name ACE: xn--exempl-8ua.cat
Domain Language: ca
Registrar ID: IANA-15
Created On: 2001-07-23 17:53:02 GMT
Last Updated On: 2002-11-01 09:21:47 GMT
Expiration Date: 2005-07-23 17:53:02 GMT
Status: pending
Registrant ID: C343238
Registrant Name: CORE Internet Council Of Registrars
Registrant Organization: CORE Internet Council Of Registrars
Registrant Street: WTC II, 29 route de Pre-Bois
Registrant City: Geneva
Registrant State/Province: Geneva
Registrant Postal Code: 1215
Registrant Country: CH
Registrant Phone: +41.229295744
```


Registrant Phone Ext:
Registrant Fax: +41.229295745
Registrant Fax Ext:
Registrant Email: secretariat@corenic.org
Admin ID: C343238
Admin Name: CORE Internet Council Of Registrars
Admin Organization: CORE Internet Council Of Registrars
Admin Street: WTC II, 29 route de Pre-Bois
Admin City: Geneva
Admin State/Province: Geneva
Admin Postal Code: 1215
Admin Country: CH
Admin Phone: +41.229295744
Admin Phone Ext:
Admin Fax: +41.229295745
Admin Fax Ext:
Admin Email: secretariat@corenic.org
Tech ID: C343238
Tech Name: CORE Internet Council Of Registrars
Tech Organization: CORE Internet Council Of Registrars
Tech Street: WTC II, 29 route de Pre-Bois
Tech City: Geneva
Tech State/Province: Geneva
Tech Postal Code: 1215
Tech Country: CH
Tech Phone: +41.229295744
Tech Phone Ext:
Tech Fax: +41.229295745
Tech Fax Ext:
Tech Email: secretariat@corenic.org
Billing ID: C343238
Billing Name: CORE Internet Council Of Registrars
Billing Organization: CORE Internet Council Of Registrars
Billing Street: WTC II, 29 route de Pre-Bois
Billing City: Geneva
Billing State/Province: Geneva
Billing Postal Code: 1215
Billing Country: CH
Billing Phone: +41.229295744
Billing Phone Ext:

Billing Fax: +41.229295745
Billing Fax Ext:
Billing Email: secretariat@corenic.org
Name Server: ns1.exemple.cat 192.0.2.1
Name Server: ns2.exemple.cat 192.0.2.2
Name Server ACE: ns1.exemple.cat 192.0.2.1
Name Server ACE: ns2.exemple.cat 192.0.2.2

Registrar Data Format

Registrar ID: IANA-15
Status: ok
Organization: CORE Internet Council Of Registrars
Street: WTC II, 29 route de Pre-Bois
City: Geneva
State/Province: Geneva
Postal Code: 1215
Country: CH
Phone: +41.229295744
Phone Ext:
Fax: +41.229295745
Fax Ext:
Email: secretariat@corenic.org
Whois Server: whois.core.info
URL: <http://www.corenic.net>

For ICANN-accredited registrars, the registrar ID is composed of the prefix “IANA-” and the registrar ID as specified in the registrar list maintained by IANA (<http://www.iana.org/assignments/registrar-ids>). Other administrative accounts operated by the registry use a different prefix.

WEB WHOIS SERVICE

The web Whois service shares the same functionality as the port 43 service, with the exception that the input is implemented by using the means of HTML, i.e. by text input fields, radio buttons and check boxes. The output format is the same as described above. It is included in the HTML page in a way that can easily be copied by common browsers. To support the input and output of non-US-ASCII characters, the service uses the UTF-8 encoding.

Appendix S – Part VII Miscellaneous Provisions

A) Domain Names Excluded from the Registry-Level Transaction Fee

As provided in Section 7.2 (c) of the Registry Agreement, Domain Names registered according to certain enumerated services in this Appendix S, Part VII, shall not initially be counted for the purposes of the Registry-Level Transaction Fee established in that Section.

These Services are initially the following:

1. Community-Assigned Domain Names

Community-Assigned Domain Names are names to be registered to the Registry and used as shared resources for cultural purposes. These names will not be subject to delegation or transfer. By way of example, Community-Assigned Domain Names may include names of relevant Catalan literary and/or popular culture figures, as well as collective designations of popular literary works relating to the Sponsored Community.

The number of Community-Assigned Domain Names shall not exceed 1000 at any given time, and, upon request, Registry will provide to ICANN an up to date listing of such names.. Upon termination of the Registry Agreement all Community-Assigned Domain Names will be assigned to the successor Registry or the entity specifically designed by ICANN for this purpose.

2. IDN Service

Registry will be offering the registration of Internationalized Domain Names (IDNs), with the special characters used in Catalan language. Registry will take a very cautious approach in its IDN offerings (as they are still in experimental stage, and don't offer the same level of functionality as regular ASCII domains do), according to the following guidelines:

- Registry will accept IDNs in strict compliance with the technical requirements described in RFCs [3490](#), [3491](#), and [3492](#) (collectively,

the "IDN standards") and following current and future ICANN Guidelines in this area.

- Only one Language Table and language tag or label (Catalan language) and the characters contained therein will be accepted. The .cat IDN Language Table for Catalan language (ca) will be submitted to IANA immediately after signature of this Agreement.
- IDNs will not initially be charged to Registrars or Registrants. Instead, they will be "bundled" with the "equivalent" ASCII domains (according to the table below), which will be charged at the regular prices.
- IDNs cannot be registered if the subjacent ("equivalent") ASCII string is registered by a different Registrant (Domain Name Holder). It MUST have the same Registrant, contact details and nameservers as the bundled ASCII Domain Name. IDNs cannot be transferred independently (without the "equivalent" ASCII domain). "Equivalent" or "subjacent" are used for the purposes of this service only, as the pairs of characters listed below are certainly not equivalent in linguistic terms, but only represent the closest ASCII characters in which such names have been used in ASCII-only environments such as the DNS.

The list of non-ASCII-characters for Catalan language and their ASCII equivalent for the purposes of the defined service are:

1. U+00E0 à->a U+0061
2. U+00E8 è->e U+0065
3. U+00E9 é->e U+0065
4. U+00ED í->i U+0069
5. U+00EF ï->i U+0069
6. U+00F2 ò->o U+006F
7. U+00F3 ó->o U+006F
8. U+00FA ú->u U+0075
9. U+00FC ü->u U+0075
10. U+00E7 ç->c U+0063
11. U+006C + U+00B7 + U+006C l·l ->l·l U+006C + U+002D + U+006C

Registry may eventually change this policy, unbundling IDNs from the artificially established variants, or "equivalent" ASCII domains. This will

occur following discussion with ICANN when IDNs are considered to be a stable solution and, more specifically, when the following objective criteria are met:

- IDNs natively resolve (i.e., resolve without the need of user-installed plug-ins) in browsers representing at least 75% of the installed base, including at least one major browser in the following Operating Systems (in their respective current form or their successors): Windows XP (including Windows PocketPC/Mobile); Mac OS X, and Linux.
- IDNs are accepted and usable within email clients representing at least 75% of the installed base, including at least one major client for the following Operating Systems/platforms (in their respective current form or their successors) : Windows XP and successors (including Windows PocketPC/Mobile and successors); Mac OS X and successor; Linux; Palm OS; Symbian and Blackberry.

Registry will provide ICANN with 90 days advance written notice prior to (i) the unbundling of IDNs and their “equivalent” ASCII string and (ii) if for any reason Registry intends to start charging for the registration of IDNs separate and apart from the “equivalent” ASCII string.

Notwithstanding the above, ICANN may determine in ICANN’s discretion that the above objective criteria are met, and withdraw the exception of IDNs from the calculation of the Registry-Level Transaction Fee described in Section 7.2 of the Registry Agreement. ICANN will notify Registry no less than 90 days in advance of an intent to withdraw the exception set forth above and thereby include IDNs within the calculation of the Registry-Level Transaction Fee.

B) Privacy Considerations

The Registry may, at its discretion, submit to ICANN for its consideration a proposal for additional measures to be implemented by the Registry that are designed to further safeguard data provided by Registrants.