

## **FIRST AMENDMENT TO .TW ccTLD SPONSORSHIP AGREEMENT**

This **FIRST AMENDMENT TO .TW ccTLD SPONSORSHIP AGREEMENT** (this "**Amendment**") is dated as of 22 February, 2019 (the "**Amendment Effective Date**") and is entered into by and between **INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**, a California nonprofit public benefit corporation ("**ICANN**"), and **Taiwan Network Information Center**, a Taiwan corporation ("**TWNIC**"), and amends the parties' executed .tw ccTLD Sponsorship Agreement effective as of March 26, 2003 (the "**Agreement**"). Capitalized terms used herein shall have the meanings assigned to them in the Agreement.

**WHEREAS**, the parties entered into the Agreement in order to set forth their understandings and agreements with respect to the .tw ccTLD; and

**WHEREAS**, the parties are entering into this Amendment in order to effect certain modifications to the Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree, as follows:

1. **Amendments to Agreement**. Effective as of the Amendment Effective Date,
  - (a) **Recitals 1.4** through **1.6** and **1.8** of the Agreement are hereby deleted and replaced in their entirety as follows:

1.4 On 4 April 2002, TWNIC reported its intent to sign the ccTLD-ICANN sponsorship agreement with ICANN in a communication to the Directorate General of Telecommunications (hereinafter the "DGT"). The 4 April 2002 letter appears as **Annex 2 to this Agreement**.

1.5 On 14 May 2002, in reply to the 4 April 2002 TWNIC letter, the DGT expressed to TWNIC in writing its endorsement of the .tw top-level domain and recognized TWNIC as the proper entity to operate .tw ccTLD, on the terms stated in its letter of endorsement sent to ICANN, as described in **Section 1.6**. A copy of that communication is attached as **Annex 3 to this Agreement**.

1.6 On 11 March 2003, the DGT wrote to ICANN endorsing TWNIC for administration of the .tw top-level domain, based on the TWNIC's suitability to operate the domain in the interest of the local Internet community and on its communications with TWNIC. A copy of the DGT's letter of endorsement is attached as Annex 4 to this Agreement.

1.8 TWNIC and ICANN desire that the DGT assume responsibility for overseeing TWNIC's management and administration of the .tw top-level domain, ensuring that it serves the interest of the local Internet community, with ICANN continuing its role of preserving the technical stability and operation of the DNS and the Internet in the interest of the global Internet community. To allocate the respective responsibilities of the DGT, TWNIC, and ICANN with respect to the .tw top-level domain, and also in light of the communications described in Sections 1.4, 1.5, 1.6 and 1.7, TWNIC and ICANN now enter into this Agreement to formally reflect their commitments to one another.

- (b) Section 2.6 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 2.6:

"Governmental Authority" means the National Communications Commission (hereinafter the "NCC"), the supervising governmental agency of TWNIC's operations.

- (c) Section 4.3 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 4.3:

**4.3 ccTLD Registry Data Escrow.** The Sponsoring Entity shall ensure the safety and integrity of the registry database, including the establishment at its expense of a data escrow or a mirror site policy for the registry data managed by the Sponsoring Entity. The escrow agent or mirror-site operator shall be approved by the Sponsoring Entity and the Governmental Authority, and shall not be under the Sponsoring Entity's control. The escrowed or mirror-site data shall be held under an agreement (the "Escrow Agreement") among the Sponsoring Entity, the said escrow agent or mirror-site operator, and the Governmental Authority, providing that (1) the data will be maintained by the escrow agent or mirror-site operator according to

business practices prevalent within the territory of the Governmental Authority; (2) the escrow agent or mirror-site operator will verify the data to be complete, consistent, and in proper format according to a schedule and procedures to be reasonably agreed by the parties; (3) upon termination of this Agreement, the data will be provided immediately to the successor manager for the Delegated ccTLD; and (4) in the event of such provision, the successor manager shall have all rights to use of the data necessary to operate the Delegated ccTLD and its registry.

- (d) Section 4.6 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 4.6:

**4.6 Financial Contributions to ICANN.** Throughout the Term of this Agreement, the Sponsoring Entity shall contribute to ICANN's cost of operations in the amount of USD 50,000 per annum, unless and until the parties agree otherwise as provided below. The parties agree to review in good faith, on every anniversary of the date of this Amendment, the contribution to ICANN set out above with a view of continued contributions by the Sponsoring Entity on an annual basis. The review of the parties will take into account relevant circumstances, including the ccNSO Guidelines Voluntary Contributions as approved by the ccNSO in 2013 (or a later version, as and when amended).

- (e) Section 6.1 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 6.1:

**6.1 Termination by the Sponsoring Entity.** This Agreement may be terminated by the Sponsoring Entity upon six months written notice to ICANN and to the Governmental Authority.

- (f) Section 6.3 of the Agreement is hereby deleted and replaced in its entirety by the following new Section 6.3:

**6.3 Effect of Termination.** Upon termination of this Agreement, ICANN shall notify the Sponsoring Entity of the successor to which the management of the Delegated ccTLD has been reassigned in coordination with the Governmental Authority. (The manner or result of selection of the successor shall not be subject to challenge by the Sponsoring Entity). The

parties shall then cooperate to transfer operation of the Delegated ccTLD to that successor. In particular, the Sponsoring Entity shall ensure the transfer of all relevant DNS and registry data to the successor, subject only to the successor's commitment to use the data in a manner consistent with the Sponsoring Entity's prior published commitments made to data subjects regarding the use of their personal data. The Sponsoring Entity acknowledges that upon termination of this Agreement it will cease to be the recognized manager administrator of the Delegated ccTLD. The Sponsoring Entity agrees to the reassignment of the Delegated ccTLD under the conditions and in the manner described in Section 6.2 and 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 termination of this Agreement according to that Section.

- (g) The following updates shall be made to Section 6.8 of the Agreement:

ICANN's address and contact details shall be replaced as follows:

Internet Corporation for Assigned Names and Numbers  
12025 Waterfront Drive, Suite 300  
Los Angeles, California 90094-2536, USA

Telephone: +1 310 301 5800

Facsimile: +1 310 823 8649

The Governmental Authority's address and contact details shall be replaced as follows:

National Communications Commission  
No. 50, Sec. 1, RenAi Rd.,  
Taipei City 10052, Taiwan

Telephone: +886-800-177177

Facsimile: + 886-2-23433994

**IN WITNESS WHEREOF**, ICANN and TWNIC have caused this Amendment to be executed and delivered by their duly authorized officers as of the Amendment Effective Date.

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By:  \_\_\_\_\_

Name: Göran Marby

Title: President and Chief Executive Officer

Date: 12 march, 2019

**TAIWAN NETWORK INFORMATION CENTER (TWNIC)**

By: Kenny Huang \_\_\_\_\_

Name: Kenny Huang

Title: Chief Executive Officer

Date: 22 Feb, 2019