ROOT ZONE MAINTAINER SERVICE AGREEMENT

This Root Zone Maintainer Service Agreement is dated as of [●], 2016 and is entered into by and between VeriSign, Inc., a Delaware corporation ("**Verisign**") and Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("**ICANN**") and is effective as of the last date on which all of the conditions set out in Section 2 (Conditions Precedent) have been satisfied (or, to the extent permitted, waived by Verisign and ICANN in accordance with Section 10(b) (Amendments and Waivers) below) (the "**Effective Date**"). ICANN and Verisign may each be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, on March 14, 2014, the National Telecommunications and Information Administration ("**NTIA**") announced ("**March 14 Announcement**") the transition of NTIA's stewardship role of key Internet domain name functions to the global multi-stakeholder community;

WHEREAS, the March 14 Announcement stated that aspects of the Internet Assigned Numbers Authority ("**IANA**") functions are inextricably intertwined with elements of the cooperative agreement, effective January 1, 1993, as amended from time to time, entered into by Verisign and the Department of Commerce ("**DOC**") relating to root zone management ("**Verisign Cooperative Agreement**");

WHEREAS, Verisign currently performs the root zone maintainer function under the Verisign Cooperative Agreement;

WHEREAS, the March 14 Announcement also stated that NTIA would coordinate a related and parallel transition process for root zone management (the "**RZM Transition**");

WHEREAS, ICANN currently performs certain root zone management functions as the IANA functions operator;

WHEREAS, on March 4, 2015, NTIA officially requested that Verisign and ICANN work together to develop a proposal on how best to transition NTIA's administrative role associated with root zone management in a manner that maintains the security, stability and resiliency of the Internet's domain name system; and

WHEREAS, Verisign and ICANN desire to enter into this Agreement pursuant to which Verisign will perform the root zone maintainer function in order to ensure the continuity of root operations after the RZM Transition.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings ascribed to them below:

"**Additional Services**" means any projects, services, functions, or responsibilities other than the Services that Verisign will provide as set out in a Change Statement of Work (as defined in Section 10(f) (Change Control Process)) agreed upon by the Parties in accordance with the Change Control Process.

"**Additional Services Fees**" means the amount payable by ICANN with respect to Additional Services as set out in a Change Statement of Work agreed upon by the Parties in accordance with the Change Control Process.

"**Affiliate**" means, with respect to each Party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party, including control as a result of being the sole member of such entity.

"**Agreement**" means this Root Zone Maintainer Service Agreement and any and all statements of work, schedules, exhibits, other attachments hereto and other plans as agreed pursuant to this Agreement, each as may be amended from time to time in accordance with this Agreement.

"**Authorization**" means any notice, consent, license or authorization from any Governmental Authority necessary or required for a Party to perform its obligations under this Agreement.

"**Change Control Process**" means the change control process in Schedule 4 (Change Control Process).

"**Change Statement of Work**" has the meaning set forth in Schedule 4 (Change Control Process) a form of which is set forth as Exhibit 2 (Form of Change Statement of Work) to Schedule 4 (Change Control Process).

"**Claim**" or "**Claims**" means any and all actual actions, arbitrations, suits, mediations, litigations, proceedings, garnishment or similar proceedings, hearings, investigations, charges, complaints, claims or demands.

"**Community Transition Plan**" means a plan for transitioning each of the Services and Additional Services to ICANN or an Awardee providing such Services and Additional Services on behalf of ICANN upon issuance of a Community Transition Preparation Notice in a manner that provides for the operation of the Verisign System in parallel operation with ICANN or an Awardee and provides for the orderly transfer of the Root Zone File to ICANN or the Awardee, as applicable.

"**Community Transition Preparation Notice**" means written notice by one Party to the other pursuant to Section 8(b)(i)(A)-(F) (Termination) initiating the Community Transition Plan in accordance with the transition process set forth in Section 8(b)(ii) (Transition Process) that will result in termination of this Agreement.

"**Confidential Information**" means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services,

customers and Intellectual Property Rights of the other Party that is not accessible or known to the general public and is explicitly marked as "Confidential."

"**DNS**" means domain name system.

"**DNS Notify**" means a protocol where a master server notifies slave servers of the availability of an update to the zone data.

"**DNSSEC**" means domain name system security extensions.

"**DNSSEC Practice Statement for the Root Zone KSK Operator**" means that certain DNSSEC Practice Statement for the Root Zone KSK Operator published October 21, 2010, as may be amended, updated or replaced in accordance with Section 3(c)(i).

"**DNSSEC Practice Statement for Root Zone ZSK Operator**" means that certain DNSSEC Practice Statement for the Root Zone ZSK Operator published May 11, 2016, as may be amended, updated or replaced in accordance with Section 3(c)(i).

"**Emergency ICANN Transition Plan**" means a plan for transitioning each of the Services and Additional Services to ICANN upon issuance of an Emergency RZM Transition Preparation Notice for the operational transfer of the Root Zone File to ICANN.

"**Emergency RZM Transition Preparation Notice**" means a written notice by ICANN to Verisign pursuant to Section 8(b)(i)(G) (Termination) initiating the Emergency ICANN Transition Plan in accordance with the transition process set forth in Section 8(b)(ii) (Transition Process).

"**FTP Server**" means the server(s) referenced in Section 3(b)(i)(D), as operated by Verisign.

"**Governmental Authority**" or "**Governmental Authorities**" means any and all (a) national, state, local, municipal, foreign or other governments, (b) governmental or quasi-governmental authorities of any nature (including any governmental agency, commission branch, department or other entity and any court, arbitrator, or other tribunal), (c) multinational organizations exercising judicial, legislative, or regulatory power, (d) bodies exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature of any federal, state, local, municipal, foreign or other government, (e) regulatory organizations that has jurisdiction, over the obligations of any Party or (f) decisions, consents or licenses required in order for such Party to fulfill its obligations in accordance with and pursuant to this Agreement.

"**ICANN RZMS**" means the (a) ICANN root zone management system that accepts TLD Operator Change Requests and Root Server Operator Change Requests and interfaces with the Verisign RZMS; and (b) ICANN systems through which ICANN submits Root Zone Change Submissions to the Verisign RZMS.

"**Intellectual Property Right or Intellectual Property Rights**" means any and all (a) patents, reissues of and, re-examined patents, and patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such

applications and all priority rights resulting from such applications) now existing and hereafter filed, issued or acquired; and rights to inventions, (b) rights associated with works of authorship, including copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, mask work applications and mask work registrations, (c) trademarks, service marks, trade names, domain names, logos, trade dress, and the applications for registration and the registrations thereof and rights in goodwill, (d) rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered); and (e) any and all other proprietary rights arising under Law, contract, or otherwise, and whether or not perfected and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world, in all media, for all versions and elements, in all languages, and for the entire duration of such rights.

"**Interface**" means the client-to-server communications protocol(s) used as of the Effective Date solely for communications between the ICANN RZMS and the Verisign RZMS as such protocols may be modified pursuant to Section 4(c)(ii).

"**Law or Laws**" means any and all laws, legislation, rules, regulations, directives, common laws, ordinances, and policies, interpretations, and guidelines of, and orders entered by, any Governmental Authority and other provisions having the force or effect of law. Reference to any and all Laws is to such Law as amended, modified, or replaced from time to time and to any Law replacing or made under any of them.

"**Loss or Losses**" means any and all losses, liabilities, damages awards, judgments, settlement amounts, assessments, deficiencies, fines, and penalties, and all related costs, charges and expenses of whatever kind (including reasonable professional legal fees and disbursements), in each case, including taxes and interest thereon.

"**Root Hints File**" means a file containing mapping between the names of the root name servers and their IP addresses.

"**Root Server Operator**" means an organization that serves as a root server operator for the roots currently designated as A through M for the unique public DNS root as identified by organizational control of the IP addresses contained within the Root Hints File.

"**Root Server Operator Change Request**" means a request from a Root Server Operator to ICANN to add, modify or delete Service Data applicable to its root server.

"**Root Zone Change Submission**" means an Emergency Root Zone Change Submission, Emergency Root Zone File Regeneration, Scheduled Root Zone Change Submission or Standard Root Zone Change Submission, each defined as follows:

> "**Emergency Root Zone Change Submission**" means the addition, modification, or deletion of Service Data submitted by ICANN to Verisign that is required to restore service to a TLD that has become unavailable due to: (a) an earthquake, flood, fire, storm, natural disaster, "act of God," war, terrorism, armed conflict, cyberattack, labor strike or failure of public utilities or any similar event beyond the reasonable control of such Party that takes a material number of the applicable TLD's name servers offline such that there is

a material impact on the operation of the TLD; (b) ICANN's appointment of an emergency interim registry operator for the applicable TLD; or (c) an event that is mutually agreed by the Parties to require time-critical action by the Parties, for which ICANN has requested Verisign to publish the updated Root Zone File within a certain period of time.

"**Emergency Root Zone File Regeneration**" means the edit and generation of a Root Zone File required due to the corruption of a previous Root Zone File or compromise or loss of the in-use KSK or ZSK.

"**Scheduled Root Zone Change Submission**" means the addition, modification, or deletion of Service Data submitted by ICANN to Verisign for which ICANN has requested Verisign to publish the update in the Root Zone File as of a certain date.

"**Standard Root Zone Change Submission**" means the addition, modification, or deletion of Service Data submitted by ICANN to Verisign in the normal course of business.

"**Root Zone File**" means the authoritative file containing Service Data that is (a) edited, generated and published and (b) formatted in accordance with relevant IETF-approved standards.

"**Root Zone File Distribution Server**" means one or more servers to which Verisign publishes the Root Zone File and root-servers.net zone file.

"**Service Credit**" means the dollar amount, if any, to which ICANN is entitled to receive pursuant to Schedule 2 (Service Levels) for the failure of Verisign to meet the Service Levels.

"**Service Data**" means the following root zone data submitted by ICANN to Verisign: (a) authoritative DNS data, DNSSEC resource records and delegation data for TLDs, (b) data for the mapping between the names of the root name servers and their IP addresses (contained in the Root Hints File), (c) the authoritative DNS resource records for the "root-servers.net" zone, and/or (d) such other data as the Parties may agree pursuant to the Change Control Process.

"**Services**" means the root zone maintainer services as described in Section 3(b).

"**Service Fees**" means the fees for Services as set forth in Schedule 3 (Fees), as may be modified from time to time pursuant to one or more Change Statements of Work.

"**Service Levels**" has the meaning set forth in Schedule 2 (Service Levels).

"**Tax**" means net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, unemployment, capital stock, net worth, privilege, intangible, real or personal property, environmental or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge, together with any interest, penalty, addition to tax or additional amount imposed by any Law or Governmental Authority.

"**Template-based Root Zone Change Submission**" means a Standard Root Zone Change Submission or a Scheduled Root Zone Change Submission that is limited to (a) any change related

to root servers and/or (b) deletions related to TLDs.

"**TLD**" means top level domain.

"**TLD Operator Change Request**" means an authorized request from a TLD registry operator to ICANN to add, modify or delete Service Data for its applicable TLD.

"**Transition Plans**" means the Community Transition Plan and the Emergency ICANN Transition Plan.

"**Transition Services**" means those Services to be performed by Verisign pursuant to the Emergency ICANN Transition Plan or Community Transition Plan, as applicable.

"**Verisign RZMS**" means the Verisign root zone maintainer system(s) that receives and processes Root Zone Change Submissions from ICANN.

"**Verisign System**" means the Verisign RZMS, the Root Zone File Distribution Server, and the FTP Server (until otherwise agreed by the Parties as set forth in Section 3(b)(i)(D)).

"**Verisign Usage Policies**" means testing procedures, usage guidelines, and other policies that relate to the Verisign RZMS, set forth in Section 1 (Verisign Usage Policies) of Schedule 1, as the Parties may mutually agree to revise from time to time.

2. **CONDITIONS PRECEDENT**

This Agreement and the obligations of Verisign and ICANN are subject to the satisfaction of each of the following conditions:

(a)   ICANN has accepted the responsibility for coordination of root zone management as currently performed by the DOC, as may be added to or modified by the DOC and ICANN; and

(b)   The DOC has discharged Verisign from any and all obligations under the Verisign Cooperative Agreement related to the root zone maintainer function.

3. **SERVICES**

(a)   *ICANN's General Responsibilities*. ICANN shall:

(i)   for each TLD Operator Change Request and Root Server Operator Change Request:

(A)   authenticate the TLD Operator Change Request or Root Server Operator Change Request;

(B)   verify the requested change in Service Data meets publicly documented technical criteria posted by ICANN;

(C)   submit Scheduled Root Zone Change Submissions and Standard Root Zone Change Submissions to the Verisign RZMS; submit the Emergency

Root Zone File Regeneration to Verisign via email (to such address as may be provided by Verisign from time to time); and submit the Template-based Root Zone Change Submissions to Verisign via email (to such address as may be provided by Verisign from time to time) using the template agreed to by the Parties until completion of ICANN's obligations under Section 3(a)(v) after which point ICANN shall submit all Root Zone Change Submissions (other than Emergency Root Zone File Regeneration) through the Verisign RZMS) that contain the necessary Service Data for Verisign to perform the functions set forth in Section 3(b) below;

(D)   notify Verisign via email (to such address as Verisign may provide from time to time) that ICANN will submit an Emergency Root Zone File Regeneration or an Emergency Root Zone Change Submission within two (2) hours of ICANN's receipt of such request; and

(E)   inform the TLD registry operator or Root Server Operator of the completion of the requested change upon notification (which shall be some form of electronic communication, including via email or computer system-to-computer system communication) by Verisign of that fact;

(ii)   adhere to the Verisign Usage Policies;

(iii)   serve as the root key signing key ("**KSK**") operator and publish on its website a DNSSEC Practice Statement for the root KSK operator that describes the management, security and technical specifications for the KSK function, as it may be updated by ICANN pursuant to Section 3(c)(i) from time to time;

(iv)   in a secure, transparent, and accountable manner in accordance with the DNSSEC Practice Statement for the Root Zone KSK Operator: (A) generate and store root KSKs; (B) use a generated KSK to sign the root zone signing key set supplied by Verisign; (C) return the signed zone signing key set along with the signature to Verisign; (D) securely publish the public portion of the KSK used to sign the root key set on the IANA website as the Root Trust Anchor; and (E) issue an emergency KSK key roll-over in accordance with the emergency key roll-over plan agreed upon by the Parties ("**Emergency Key Roll-Over Plan**") if any KSK component is lost or confirmed by the Parties to be compromised and re-sign all of the ZSKs; and

(v)   shall use commercially reasonable efforts, within twelve (12) months from the Effective Date, to solely use the Interface for all Root Zone Change Submissions (other than Emergency Root Zone File Regeneration), including Template-based Root Zone Change Submissions submitted pursuant to Section 3(a)(i)(C) above.

(b)   *Verisign's Services*.

(i)   Verisign shall perform the following Services in accordance with applicable Service Levels:

(A)   (1) perform, at Verisign's option, a technical validation of Service Data provided by ICANN pursuant to a Root Zone Change Submission (based upon the list of technical validation checks provided by Verisign to ICANN and updated by Verisign in its discretion from time to time), and (2) notify ICANN via email (to such address as may be provided by ICANN from time to time) of the results of each such technical validation prior to posting the Root Zone File. ICANN may report the results of the technical validation to the TLD registry operator or the Root Server Operator, as applicable. ICANN may publicly publish such lists of technical validations performed by Verisign pursuant to this clause (A).   If Verisign notifies ICANN of a discrepancy found during Verisign's technical validation, ICANN shall consult with the applicable TLD registry operator or Root Server Operator and then determine whether the Root Zone Change Submission should proceed. If ICANN determines that the Root Zone Change Submission should proceed, ICANN will notify Verisign via email (to such address as may be provided by Verisign from time to time) (each an "**ICANN Confirmed Submission**") and Verisign shall process such Root Zone Change Submission in accordance with the Service Levels;

(B)   edit, generate and sign (using the root zone signing key for which valid KSK-generated signatures exist ("**ZSK**")) the Root Zone File;

(C)   publish the Root Zone File and root-servers.net zone file to a Root Zone File Distribution Server;

(D)   publish the Root Hints File and the Root Zone File to an FTP Server operated by Verisign, until otherwise agreed by the Parties;

(E)   subsequent to publishing the Root Zone File and root-servers.net zone file to the Root Zone File Distribution Server, promptly notify the Root Server Operators of the availability of the Root Zone File and root-servers.net zone file via DNS Notify or other announcement mechanism as determined by the Parties pursuant to the Change Control Process;

(F)   promptly respond to requests from Root Server Operators to transfer the Root Zone File and root-servers.net zone file from a Verisign Root Zone File Distribution Server; and

(G)   serve as the ZSK operator and publish on its website the DNSSEC Practice Statement for the Root ZSK Operator that describes the management, security and technical specifications for the ZSK function, as it may be updated by Verisign from time to time pursuant to Section 3(c)(i), and in a secure, transparent and accountable manner as described in the DNSSEC Practice Statement for the Root ZSK Operator Verisign shall: (1) generate and store the root ZSK; (2) provide the public portion of the ZSK to ICANN for signing with the KSK; (3) use the KSK-signed ZSK to sign the Root Zone File; (4) include the KSK-signed key set in the root zone; and (5) issue an emergency ZSK key roll-over in accordance with the

Emergency Key-Rollover Plan if any ZSK component is lost or confirmed by the Parties to be compromised.

(ii)   Other than Standard Root Zone Change Submissions, Verisign shall:

(A)   With respect to Scheduled Root Zone Change Submissions, use commercially reasonable efforts to publish a Root Zone File based upon a Scheduled Root Zone Change Submissions on the date specified by ICANN;

(B)   Following (x) ICANN's notice via email (to such address as may be provided by Verisign from time to time) to Verisign of a forthcoming request for an Emergency Root Zone File Regeneration or submission to Verisign of an Emergency Root Zone Change Submission and (y) ICANN's delivery of a request to Verisign via email for an Emergency Root Zone File Regeneration or the submission to Verisign of an Emergency Root Zone Change Submission, publish a Root Zone File based upon the Emergency Root Zone File Regeneration or Emergency Root Zone Change Submission in accordance with the applicable Service Level.

(iii)   Verisign will use commercially reasonable efforts to participate to the extent required by, and in accordance with, the DNSSEC Practice Statement for Root Zone KSK Operator (A) in scheduled key management ceremonies for the signing of the ZSK with a KSK and (B) in other activities associated with key management as mutually agreed upon by the Parties; *provided*, *however*, that if Verisign fails to participate to the extent required by, and in accordance with, the DNSSEC Practice Statement for Root Zone KSK Operator, in three consecutive scheduled key management ceremonies for the signing of the ZSK with a KSK then ICANN may terminate this Agreement pursuant to Section 8(b)(i)(B)(5).

(iv)   Verisign shall develop and maintain the Transition Plans and no later than the first anniversary of the Effective Date, Verisign shall: (A) submit to ICANN a high-level version of the Transition Plans, which shall be reviewed and updated by Verisign as appropriate following discussions amongst the RZMA Coordination Committee (as defined in Section 3(c)(iii)); and (B) make the full Transition Plans available for ICANN to view at Verisign's offices upon ICANN's reasonable prior written notice to Verisign. The Transition Plans shall be mutually and reasonably acceptable to the Parties. Verisign shall use commercially reasonable efforts to provide the Transition Services contemplated by the applicable Transition Plan and ICANN shall use its commercially reasonable efforts to perform the activities set forth in the applicable Transition Plan and to cooperate with Verisign. Verisign shall use commercially reasonable efforts to provide or make available to ICANN a copy of any updated Transition Plan in the manner set forth herein. ICANN may publicly post: (i) the high-level version of the Community Transition Plan only and may do so at any time; and (ii) the full Community Transition Plan and/or the Emergency ICANN Transition Plan upon either Party's initiation of the Transition Preparation Start Date (as defined in Section 8(b)(ii)(A) (Transition Process)).

(v)   Verisign shall appoint a representative who has knowledge and technical expertise as it relates to the Services and Root Zone File management to be a member, or a regular participant of, the root zone evolution review committee contemplated by the IANA Stewardship

Transition Coordination Group's October 2015 proposal ("**RZERC**"), who shall use commercially reasonable efforts to attend and participate in meetings of the RZERC, if and to the extent that the RZERC has been formed.

(vi)   Verisign shall develop and maintain a business continuity plan for the Services, and implement such plan in the event of a Force Majeure Event affecting the Services. Verisign shall maintain a business continuity plan for: (a) the Verisign System at the same product support level as the .com shared registration system; and (b) the integrity of Service Data in the Root Zone File at the same product support level as the .com DNS resolution service. Verisign shall periodically test and update its plan as necessary, but no less than annually. Verisign shall provide ICANN with a copy of the business continuity plan within sixty (60) days of the Effective Date and shall use commercially reasonable efforts to provide ICANN with any updates thereto within fourteen (14) business days following the update.

(vii)   Verisign shall obtain ICANN's written approval, which shall not be unreasonably withheld, delayed or conditioned, prior to re-locating the Verisign RZMS to a country other than the country where it is currently located.

(c)   *Mutual Responsibilities*.

(i)   DNSSEC Practice Statements. The Parties will work together to agree upon updates to the DNSSEC Practice Statement for Root Zone KSK Operator and the DNSSEC Practice Statement for Root Zone ZSK Operator via the Change Control Process in accordance with technical and operational requirements specified by ICANN pursuant to the Change Control Process as may be necessary from time to time; *provided*, that until ICANN updates the DNSSEC Practice Statement for Root Zone KSK Operator or Verisign updates the DNSSEC Practice Statement for Root Zone ZSK Operator, the Parties will comply with the then-current version of the DNSSEC Practice Statement for Root Zone KSK Operator and DNSSEC Practice Statement for Root Zone ZSK Operator, as applicable.

(ii)   Cooperation. Verisign and ICANN shall work together in good faith to preserve the security, stability and resiliency of the root zone and the root zone management system consistent with the security and stability of the Internet.

(iii)   RZMA Coordination Committee. Promptly following the Effective Date, the Parties shall form a coordination committee consisting of at least three employees of each Party, two of which must be senior executives of such Party (the "**RZMA Coordination Committee**"). The RZMA Coordination Committee shall meet at least quarterly (or at such other times as it may determine). Meetings may be conducted in person or by telephone or video conference. The RZMA Coordination Committee shall review the Parties' overall relationship under this Agreement, attempt to resolve any outstanding issues (including any disputes relating to this Agreement pursuant to Section 7(g) (Dispute Resolution)), and consider such other issues as either Party may from time to time desire, including potential Additional Services, such as improvements or enhancements.

(d)   *Additional Services*. Either Party may initiate a request for Additional Services pursuant to the Change Control Process. Verisign shall perform Additional Services in

consideration of the Additional Services Fees and any additional Service Fees set forth in the applicable Change Statement of Work.

4.   **DATA AND SYSTEMS**

(a)   *License to Service Data*. As between the Parties, to the extent applicable, ICANN hereby grants Verisign a non-exclusive, non-sublicensable, non-transferable, worldwide, royalty-free right and license to edit the Service Data based on the data in each Root Zone Change Submission for purposes of performing the Services and Additional Services, and to adapt, publish, transmit, reproduce, create derivative works from, distribute, perform, display, and otherwise use Service Data solely in connection with the provision of the Services and/or Additional Services. In addition, ICANN grants Verisign a perpetual, non-exclusive, worldwide, irrevocable, fully paid-up, royalty-free right and license to use, reproduce, store, distribute, display, modify, translate, create derivative works from, and otherwise use the Service Data to (i) compile reports and statistics about the Services and/or Additional Services; (ii) make such reports and statistics about the Services and/or Additional Services publicly available following the receipt of ICANN's advance written consent or ICANN's public disclosure of the monthly reports prepared by Verisign pursuant to Section 2(b) of Schedule 2 (Service Levels) that contain the data used for such reports and statistics; (iii) improve the Services and/or Additional Services; and/or (iv) protect the integrity, security and/or stability of the Services and/or Additional Services.

(b)   *License to Verisign RZMS*. Subject to the terms and conditions of this Agreement, Verisign hereby grants ICANN a non-exclusive, non-sublicensable (except to one Affiliate to whom ICANN has subcontracted all or any portion of its rights and obligations pursuant to Section 10(g)(ii) below), non-transferable (except pursuant to an Assignment permitted pursuant to Section 10(g)(i) below), worldwide, royalty-free right and license to access the Verisign RZMS in compliance with the terms of this Agreement to transmit Service Data and thereby authorize Root Zone Change Submissions. Except as expressly set forth in this Agreement, ICANN shall not: (i) permit access to the Verisign RZMS by more than one static network identifier unless otherwise approved by Verisign pursuant to a Change agreed upon by the Parties pursuant to the Change Control Process; (ii) sublicense or otherwise permit either direct or indirect access to or use of the Verisign RZMS by, or for the benefit of, any person or entity other than ICANN; (iii) modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to: (A) discover or obtain the source code of any component of the Verisign RZMS; or (B) attempt to, or gain unauthorized access to, or disrupt, the integrity or performance of, any of the Verisign System; or (iv) enable high volume, automated, electronic processes that send queries or data to the systems of Verisign, expect as permitted under this Agreement.

(c)   *Interface*.

(i)   To the extent of Verisign's rights, if any, in and to the Interface, upon the expiration or termination of this Agreement, Verisign hereby grants ICANN a non-exclusive, non-sublicensable (except to a third party performing the root zone maintainer function on behalf of ICANN and sublicensable to such third party solely during the period of such performance), non-transferable, worldwide, royalty-free right and license to use the Interface solely to perform the root zone maintainer function.

(ii)   The Parties agree that the Interface is unique to this Agreement and the Services and the Parties shall develop and implement modifications to, or a replacement of, such Interface in accordance with a Change agreed upon by the Parties pursuant to the Change Control Process. Notwithstanding the foregoing, the Parties agree that the consideration and discussion of proposed modifications to, or replacements of, the Interface shall not constitute a Change requiring initiation of a Change Control Process.

(d)   ***Reservation of Rights***.

(i)   Except for the limited rights specifically set forth in this Section 4 (Data and Systems), as between the Parties, each Party shall retain the exclusive right, title and interest (whether preexisting or otherwise) in and to any and all Intellectual Property Rights that it has or may create, and any and all derivatives of the foregoing. For the avoidance of doubt, Verisign retains all right, title and interest in and to (A) Verisign's Intellectual Property Rights used, created, developed, modified or practiced in the performance of the Services and (B) the Verisign System, including Verisign's internal processes (which shall include, but not be limited to, the methodology used by Verisign to perform the technical validation of Service Data), and ICANN retains all right, title and interest in and to the ICANN RZMS. To the extent ICANN acquires any right, title or interest in any portion or derivative work of (1) Verisign's Intellectual Property Rights used, created, developed, modified or practiced in the performance of the Services and/or (2) the Verisign System, it hereby irrevocably assigns, transfers and conveys to Verisign all of its right title and interest, including but not limited to, all Intellectual Property Rights, in such portion or derivative work. To the extent Verisign acquires any right, title or interest in any portion or derivative work of the ICANN RZMS, it hereby irrevocably assigns, transfers and conveys to ICANN all of its right title and interest, including but not limited to, all Intellectual Property Rights, in such portion or derivative work.

(ii)   ICANN and Verisign each acknowledge and agree that it does not possess any rights in the Root Zone File or Service Data. Except for the limited rights specifically set forth in this Section 4 (Data and Systems), nothing in this Agreement shall be deemed to (A) disclaim any right of Verisign, or to grant any right to any third party by Verisign, in and to any portion of (1) Verisign's Intellectual Property Rights used, created, developed, modified or practiced in the performance of the Services or Additional Services, (2) the Verisign System, or (3) any other Intellectual Property Right or proprietary right of Verisign; or (B) disclaim any right of ICANN, or to grant any right to any third party by ICANN, in and to any portion of the ICANN RZMS or any other Intellectual Property Right or proprietary right of ICANN . Notwithstanding anything to the contrary, nothing herein shall limit any right of Verisign as a Root Server Operator.

(iii)   In connection with the development of a Change Statement of Work for an Additional Services, the Parties shall discuss, and provide for the treatment of, any Intellectual Property Rights in any Additional Service in the applicable Change Statement of Work.

5. FEES AND PAYMENT TERMS

(a) *Fees*. ICANN shall pay Verisign the Service Fees and all Additional Services Fees.

(b) *Expenses*. ICANN shall fully reimburse Verisign, for all fees, expenses, duties, or other charges imposed by a Governmental Authority on Verisign and actually paid by Verisign as a result of Verisign's performance of the Services and Additional Services (collectively, "**Reimbursable Expenses**"). ICANN shall reimburse Verisign for such Reimbursable Expenses in accordance with the payment terms set forth below. For the avoidance of doubt, such Reimbursable Expenses shall not include any Taxes except Transfer Taxes as set forth in Section 5(d) (Taxes).

(c) *Payment Terms*. ICANN shall pay all Service Fees, Additional Services Fees, Reimbursable Expenses and Transfer Taxes as itemized in an applicable invoice and shall make all payments in U.S. Dollars in accordance with the remittance instructions set forth in the applicable invoice. Invoices shall be due and payable by ICANN within thirty (30) calendar days of the date ICANN receives the applicable invoice, unless any amount(s) thereon are contested in good faith by ICANN. If ICANN in good faith disputes any portion of an invoice it must pay the undisputed amount of the invoice on or before its due date and provide written notice to Verisign of the billing dispute at or before the time of such payment. All Service Fees, Additional Services Fees, Reimbursable Expenses and Transfer Taxes are non-refundable and each invoice is payable without deduction from or an offset against any other invoices. Beginning the day after the due date of payment, interest shall be due and payable by ICANN at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by Law, whichever is less, on any portion of the payment that has not been paid when due, other than amounts contested by ICANN in good faith.

(d) *Taxes*. The Service Fees and Additional Services Fees are exclusive of Tax. All sales, use, value-added tax and similar Taxes related to ICANN's consumption of Services and Additional Services ("**Transfer Taxes**") that are imposed by or under the authority of any Governmental Authority for any or all of the Services and Additional Services shall be paid by ICANN as a separate payment and shall not be considered a part of, a deduction from, or an offset against such Service Fees or Additional Services Fees. For the avoidance of doubt, ICANN shall not pay any Taxes other than Transfer Taxes, including without limitation, any employment and payroll Taxes and Taxes imposed on or measured by (i) income or gains, (ii) net worth or (iii) business activity. All payments due to Verisign shall be made without any deduction or withholding on account of any Transfer Tax except as required by Law, in which case the sum payable by ICANN from which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Verisign receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. Notwithstanding the foregoing, ICANN shall provide Verisign with an appropriate exemption certificate, direct pay permit, or other exempt entity documentation necessary to demonstrate for each applicable Governmental Authority that ICANN is exempt from the relevant Transfer Tax ("**Tax Exempt Documentation**"). In the event ICANN provides Verisign with Tax Exempt Documentation that Verisign deems satisfactory prior to the date of Verisign's invoice including such Transfer Taxes, ICANN shall not be responsible for the Transfer Taxes during the period of time ICANN has

provided Verisign with the Tax Exempt Documentation and such Tax Exempt Documentation remains valid.

6. CONFIDENTIAL INFORMATION

(a) ***Obligations***. Each Party receiving Confidential Information (the "**Receiving Party**") shall maintain all such Confidential Information received from the other Party (the "**Disclosing Party**"), both orally and in writing, in confidence in at least the same manner as the Receiving Party protects its own confidential information (and in no event with less than reasonable care). The Receiving Party shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; *provided*, *however*, that Verisign may disclose or otherwise make available the Service Data in accordance with performing the Services and Additional Services under this Agreement and as otherwise set forth in Section 4(a) (License to Service Data). Except as otherwise set forth herein, the Parties agree to use the Confidential Information only as reasonably necessary for performance or receipt, as applicable, of the Services and/or Additional Services under this Agreement. The Parties' obligations hereunder shall terminate three (3) years after the termination or expiration of this Agreement.

(b) ***Exclusions***. Notwithstanding Section 6(a) (Obligations), the obligations in this Section 6 (Confidential Information) shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by Law or judicial order to be disclosed; *provided* that, to the extent permitted by Law, the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure.

7. WARRANTIES; INDEMNIFICATION; DISCLAIMER; DISPUTE RESOLUTION

(a) ***ICANN's Warranties***. ICANN represents and warrants that (i) it has all necessary rights, powers and Authorizations to enter into and perform this Agreement and grant the licenses herein, (ii) the execution, delivery and performance of this Agreement by ICANN has been duly authorized by all necessary corporate action and (iii) it shall not make, or cause to be made, any unauthorized representation or warranty, whether written or oral, to any third party relating to the Services or Additional Services that is inconsistent with the terms of this Agreement.

(b) ***Verisign's Warranties***. Verisign represents and warrants that (i) it has all necessary rights and powers to enter into and perform this Agreement and grant the licenses herein; and (ii) the execution, delivery and performance of this Agreement by Verisign has been duly authorized by all necessary corporate action.

(c)   ***Indemnification by Verisign***. Subject to <u>Section 7(e) (Partial Indemnification)</u>, <u>Section 7(f) (Indemnification Process)</u> and <u>Section 9 (Limitation of Liability)</u>, Verisign shall indemnify, defend and hold harmless ICANN and each of its directors, officers, employees, successors and permitted assigns (the "**ICANN Indemnified Parties**") from and against any and all third-party Claims and associated Losses arising out of (i) the gross negligence or willful misconduct of Verisign, its employees or its subcontractors in the performance of this Agreement; (ii) any act(s) or conduct by Verisign, its employees or its subcontractors related to this Agreement (other than acts taken hereunder to perform the Services and/or Additional Services in accordance with the terms and conditions of this Agreement) that directly and proximately causes, or allegedly causes, ICANN to violate any Law; and/or (iii) any breach of the Verisign warranties in <u>Section 7(b) (Verisign's Warranties)</u>. Except to the extent provided in <u>Section 7(e) (Partial Indemnification)</u>, notwithstanding anything to the contrary in this Agreement, Verisign is not obligated to indemnify, hold harmless or defend any ICANN Indemnified Party against any Claim or associated Losses, to the extent such Claim or associated Losses arise out of or result from, in whole or in part: (1) breach of this Agreement by any ICANN Indemnified Party, its employees or its subcontractors (other than Verisign, its employees or its subcontractors, except to the extent excused pursuant to <u>Section 10(l) (Savings Clause)</u>; and/or (2) gross negligence or willful misconduct by any ICANN Indemnified Party, its employees or its subcontractors (other than Verisign, its employees or its subcontractors) (clauses (1) and (2), together, the "**Verisign Exceptions**").

(d)   ***Indemnification by ICANN***. Subject to <u>Section 7(e) (Partial Indemnification)</u>, <u>Section 7(f) (Indemnification Process)</u> and <u>Section 9 (Limitation of Liability)</u>, ICANN shall indemnify, defend and hold harmless Verisign and each of its directors, officers, employees, successors and permitted assigns (the "**Verisign Indemnified Parties**") from and against any and all third-party Claims and associated Losses arising out of (i) the gross negligence or willful misconduct of ICANN, its employees or its subcontractors (other than Verisign, its employees or subcontractors) in the performance of this Agreement; (ii) the violation or alleged violation of any Law by Verisign, its employees or its subcontractors directly and proximately caused by or allegedly caused by (A) performance of the Services and/or Additional Services in accordance with the terms and conditions of this Agreement; (B) the fact that Verisign entered into this Agreement and/or (C) any act(s) or conduct by ICANN, its employees or its subcontractors (other than Verisign, its employees or subcontractors) related to this Agreement that directly and proximately causes, or allegedly causes, Verisign to violate any Law; (iii) any breach of the ICANN warranties in <u>Section 7(a) (ICANN's Warranties)</u>; and/or (iv) Verisign's processing of ICANN Confirmed Submissions. Except to the extent provided in <u>Section 7(e) (Partial Indemnification)</u>, notwithstanding anything to the contrary in this Agreement, ICANN is not obligated to indemnify, hold harmless or defend any Verisign Indemnified Party against any Claim or associated Losses, to the extent such Claim or associated Losses arise out of or result from, in whole or in part: (1) breach of this Agreement by any Verisign Indemnified Party, its employees or its subcontractors, except to the extent excused pursuant to <u>Section 10(l) (Savings Clause)</u>; and/or (2) gross negligence or willful misconduct by any Verisign Indemnified Party, its employees or its subcontractors (clauses (1) and (2), together, the "**ICANN Exceptions**").

(e)   ***Partial Indemnification***. Subject to <u>Section 9 (Limitation of Liability)</u>, if a Verisign Indemnified Party or ICANN Indemnified Party is entitled to indemnification for a portion of Losses but not for the total amount of Losses as a result of an ICANN Exception or a

Verisign Exception, as applicable, then ICANN or Verisign, as applicable, shall indemnify the relevant Verisign Indemnified Party or ICANN Indemnified Party for the portion of such Losses to which such Verisign Indemnified Party or ICANN Indemnified Party is entitled.

(f) ***Indemnification Process***. In the event of a third-party Claim against a Verisign Indemnified Party entitled to indemnification or an ICANN Indemnified Party entitled to indemnification ("**Indemnified Party**"), Verisign or ICANN, as applicable, shall promptly notify the other Party obligated to indemnify the Indemnified Party ("**Indemnifying Party**") in writing of the Claim and the Indemnifying Party shall undertake and solely manage and control, at its sole expense, the defense of the Claim and its settlement. The Indemnified Party shall cooperate with the Indemnifying Party and may, at the Indemnified Party's option and sole expense, be represented in any such Claim by counsel of its choice. The Indemnifying Party shall not settle any such Claim unless such settlement (i) fully and unconditionally releases the Indemnified Party from all liability relating thereto, (ii) does not require an admission or statement of wrongdoing or liability on behalf of the Indemnified Party, (iii) does not require payment by the Indemnified Party and (iv) does not provide for any injunction or other equitable relief.

(g) ***Dispute Resolution***.

(i) *RZMA Coordination Committee Consultation*. The Parties shall attempt in good faith to reach an amicable resolution to any dispute arising out of, or in connection with, this Agreement through discussions between the RZMA Coordination Committee. If the RZMA Coordination Committee is unable to resolve the dispute within fifteen (15) calendar days after the date that one Party delivered written notification to the other Party of the dispute, either Party may bring such dispute to mediation pursuant to Section 7(g)(ii) below.

(ii) *Mediation*. In the event of any dispute arising under, or in connection with this Agreement, before either Party may initiate arbitration pursuant to Section 7(g)(iii) below, ICANN and Verisign must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(A) A Party shall submit a dispute to mediation by written notice to the other Party. The mediation shall be conducted by a single mediator appointed pursuant to the mediation rules of JAMS who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either Party, and to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. The mediator must confirm in writing that he or she is not, directly or indirectly, and will not become during the term of the mediation, an employee, partner, executive officer, director, consultant, advisor or security holder of ICANN or Verisign. If such confirmation is not provided by the appointed mediator, then JAMS shall designate a replacement mediator. Neither Party may unreasonably withhold consent to the selection of a mediator. The arbitration will be conducted in the English language and will occur in Los Angeles County, California.

(B)   The mediator shall conduct the mediation in accordance with this Agreement, the laws of the State of California and the rules and procedures of JAMS. The Parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.   The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either Party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 7(g)(iii). The mediator may not testify for either Party in any later proceeding relating to the dispute.

(C)   Each Party shall bear its own costs in the mediation. The Parties shall share equally the fees and expenses of the mediator. Each Party shall treat information received from the other Party pursuant to the mediation that is appropriately marked as confidential as Confidential Information of such other Party.

(D)   If the Parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either Party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 7(g)(iii) below. If the Parties have not resolved the dispute for any reason by the date that is sixty (60) calendar days following the date of the notice delivered pursuant to Section 7(g)(ii)(1), the mediation shall automatically terminate (unless extended by agreement of the Parties) and the dispute can then proceed to arbitration pursuant to Section 7(g)(iii) below.

(iii)   *Arbitration*. Except as set forth in Section 7(g)(iv) below, disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 7(g)(i) or Section 7(g)(ii), will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator selected by International Chamber of Commerce, *provided*, *however*, either Party may increase the number of arbitrators for a total number three (3), *provided* such Party pays for the additional arbitrators. The arbitrator shall apply the Laws of the State of California, including applicable statutes of limitations and claims of privilege and, at the timely request of either Party, provide a written and reasoned opinion explaining his, her or their decision. The arbitrator shall apply the rules of the International Court of Arbitration, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence. The arbitrator's decision shall be final and binding, except for any rights of appeal provided by the Federal Arbitration Act, 9 U.S.C. §16 et seq., as may be amended. Except as otherwise set forth herein, each Party shall bear its own costs and fees for the arbitration, except that the prevailing Party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. Each Party shall treat information received from the other Party pursuant to the arbitration that is appropriately marked as confidential as Confidential Information of such other Party. Notwithstanding Section 10(i) (Governing Law), the Parties will also have the right to enforce an arbitration award in any court of competent

jurisdiction. The arbitrator's authority to resolve a dispute and to make awards is limited to disputes between the Parties to this Agreement alone, and is subject to the limitations of liability set forth in this Agreement. Should any portion of this Section 7(g)(iii) be stricken from this Agreement or deemed otherwise unenforceable, then this entire Section 7(g)(iii) shall be stricken from this Agreement.

(iv)   This Section 7(g) (Dispute Resolution) shall not prevent a Party from commencing a civil action prior to or during the dispute resolution process described in this Section 7(g) (Dispute Resolution) to (1) avoid the expiration of any applicable limitations period, (2) prevent or enjoin the breach of any Intellectual Property Rights or confidentiality obligations of the other Party or (3) to enforce any arbitral award. The Parties shall not defend against any application for such provisional relief on the ground that the dispute resolution process described in this Section 7(g) (Dispute Resolution) is ongoing.

(h)   **Disclaimer**.   EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN SECTION 7(A) (ICANN'S WARRANTIES) AND SECTION 7(B) (VERISIGN'S WARRANTIES), ALL SERVICES AND ADDITIONAL SERVICES (INCLUDING THE VERISIGN SYSTEM) ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERISIGN DISCLAIMS ALL OTHER WARRANTIES AND VERISIGN DOES NOT MAKE ANY WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. VERISIGN DOES NOT WARRANT THAT USE OF THE SERVICES AND/OR ADDITIONAL SERVICES AND/OR VERISIGN SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

8.   TERM AND TERMINATION

(a)   *Term and Renewal*.   This Agreement shall commence on the Effective Date and shall continue for a period of eight (8) years (the "**Initial Term**") and shall automatically renew for successive eight (8) years periods (each a "**Renewal Term**") unless or until earlier terminated pursuant to the terms and conditions in this Agreement. The Initial Term, and all Renewal Terms are collectively referred to as the "**Term**." The terms and conditions applicable to all Renewal Term(s) shall be the same as those in effect for the immediately preceding portion of the Term unless otherwise agreed to by the Parties. Notwithstanding the foregoing, Verisign may increase the Service Fees for each Renewal Term upon four hundred (400) calendar days' prior written notice to ICANN (a "**Renewal Term Fee Increase Notice**").

(b)   *Termination upon Successful Transition*.

(i)   *Termination*.

(A)   At any time following the five (5) year anniversary of the Effective Date, either Party may initiate the Community Transition Plan in accordance with

transition process in Section 8(b)(ii) (Transition Process) by providing the other Party with a Community Transition Preparation Notice.

(B)   At any time following (1) Verisign's material breach of its representations and warranties or its failure to perform any covenant or obligation under this Agreement (other than a Service Level) in any material respect that is not cured within thirty (30) days after Verisign's receipt of written notice from ICANN, (2) Verisign's suspension of performance of the Services and/or Additional Services pursuant to Section 8(d) (Suspension of Services) that materially impacts the Services for more than seven calendar days, (3) Verisign's failure to perform the Services and/or Additional Services for more than seven calendar days due to a Force Majeure Event, (4) the ICANN board of directors' receipt, any time following the third annual anniversary of the Effective Date, of a recommendation from a consensus-based, community driven process to initiate a transition process, or (5) Verisign's failure to participate (to the extent required by, and in accordance with, the DNSSEC Practice Statement for Root Zone KSK Operator) in three consecutive scheduled key management ceremonies for the signing of the ZSK with a KSK, ICANN may initiate the Community Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) provided Verisign receives such Community Transition Preparation Notice from ICANN no later than one hundred twenty (120) days from the applicable triggering event set forth in this subsection (B) herein.

(C)   In the event Verisign fails to meet a Service Level Requirement (as set forth in Schedule 2 (Service Levels)) for the same Service Level three (3) times in three (3) consecutive months and each such failure is caused by the same root cause, ICANN may initiate the Community Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) provided Verisign receives such Community Transition Preparation Notice no later than one hundred twenty (120) days from ICANN's receipt of the third Root Cause Analysis described in this subsection (C).

(D)   If Verisign delivers a Transaction Notice, Verisign may, following the two (2) year anniversary of the Effective Date, initiate the Community Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) by providing ICANN with a Community Transition Preparation Notice.

(E)   If Verisign delivers, or was required to deliver and failed to deliver, a Transaction Notice, ICANN may initiate the Community Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) provided Verisign receives such Community Transition Preparation Notice from ICANN no later than one hundred twenty (120) days from ICANN's receipt of the Transaction Notice or the date ICANN becomes aware, or should have become aware, of the event that would have triggered a Transaction Notice.

(F)   At any time following ICANN's material breach of (1) Section 4(b) (License to Verisign RZM) or (2) Section 6 (Confidential Information) that is not cured within thirty (30) days after ICANN's receipt of written notice from Verisign, Verisign may initiate the Community Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) by providing ICANN with a Community Transition Preparation Notice.

(G)   In lieu of ICANN exercising its other rights under Sections 8(b)(i)(B), upon the occurrence of any events or circumstances contemplated by any of Sections 8(b)(i)(B)(2), (3) or (5), ICANN may initiate the Emergency ICANN Transition Plan in accordance with the transition process in Section 8(b)(ii) (Transition Process) by providing Verisign with an Emergency RZM Transition Preparation Notice.

(ii)   *Transition Process.*

(A)   Following the date that a Party delivers a Community Transition Preparation Notice or an Emergency RZM Transition Preparation Notice, as applicable (the "**Transition Preparation Start Date**"): (1) for an Emergency RZM Transition Preparation Notice, the Parties shall use commercially reasonable efforts to perform the Transition Services applicable to such Party pursuant to the Emergency ICANN Transition Plan in an expedited manner, which shall be completed no later than the timeframe set forth in the Emergency ICANN Transition Plan and (2) for any Community Transition Preparation Notice, ICANN shall use commercially reasonable efforts to perform the following:

(v)   ensure that, within sixty (60) calendar days of the Transition Preparation Start Date, ICANN will convene or empower a technical committee (the "**RFP Committee**") to develop a request for proposal seeking a successor entity to perform the root zone maintainer function (the "**RFP**");

(w)   ensure that the RFP is submitted for public comment for at least a period of no less than forty (40) calendar days (*provided* that ICANN may determine that the RFP should be subject to more than one public comment period);

(x)   following each such comment period, ensure that the RFP Committee reviews the public comments received during such comment period and, within sixty (60) calendar days of completion of each public comment period, submits to ICANN either an RFP determined by the RFP Committee to be reviewed by ICANN, or a revised RFP for submission for further public comment;

(y)   after the RFP is submitted by the RFP Committee to ICANN, ensure that ICANN completes any internal approval processes (including the approval of ICANN's board of directors) required for

ICANN to post the approved RFP initiating the proposal submission process by interested parties, providing for a minimum period of thirty (30) calendar days for such interested parties to submit proposals in response to the RFP (the "**RFP Submission Deadline**"); and

(z)   review all responses to the RFP and conduct site visits, as necessary or appropriate, with potential candidates within ninety (90) calendar days following expiration of the RFP Submission Deadline.

(B)   If ICANN determines in connection with the implementation of the Community Transition Plan, that one or more candidates meets the requirements of the RFP and otherwise agrees to perform the Services and Additional Services, as applicable (and/or such other services referenced in the RFP) on terms and conditions acceptable to ICANN and the RFP Committee, ICANN shall select from the qualified candidates a candidate to be awarded the contract to perform the Services and Additional Services, as applicable (and/or such other services referenced in the RFP) ("**Awardee**"). ICANN shall provide Verisign prompt written notice of its execution of the contract with the Awardee ("**Awardee Notice**").

(C)   In the event that ICANN determines in connection with the implementation of the Community Transition Plan that no candidate meets the requirements of the RFP or no qualified candidate has agreed to perform the Services and Additional Services, as applicable (and/or such other services referenced in the RFP) on terms and conditions acceptable to ICANN, ICANN shall use commercially reasonable efforts to develop the systems and procedures necessary for ICANN to perform the root zone maintainer function on a temporary basis as soon as practicable (the "**Caretaker RZM**"), in which case ICANN shall initiate a new RFP process (pursuant to the requirements of Section 8(b)(ii)) to identify an appropriate successor entity to perform the root zone maintainer function. Following the date that ICANN determines that it has implemented the systems and procedures necessary to perform the root zone maintainer function as the Caretaker RZM, ICANN shall provide prompt written notice to Verisign of such determination ("**Caretaker RZM Notice**").

(D)   Following delivery of either an Awardee Notice or a Caretaker RZM Notice, ICANN shall, or, as applicable, shall cause the Awardee to, use commercially reasonable efforts to implement the Community Transition Plan as soon as practicable. Verisign shall reasonably cooperate with the implementation of the Transition Plan, and continue to provide the Services and Additional Services.

(E)   After 11:59 pm Pacific time on the seventh day following the successful completion of the requirements of the Emergency ICANN Transition Plan or Community Transition Plan, as applicable (including any reasonably necessary parallel testing procedures), this Agreement may be terminated by either ICANN or Verisign immediately upon written notice to the other Party (the

"**Termination Date**"); *provided*, that this Agreement shall not be terminated as a result of an event or matter giving rise to an Emergency RZM Transition Preparation Notice under Section 8(b)(i)(G) if Verisign has resumed performing the Services and Additional Services in accordance with the terms of the Agreement prior to the successful completion of the requirements of the Emergency ICANN Transition Plan.

(F)   ICANN shall continue to pay Verisign the Service Fees, Additional Services Fees and Reimbursable Expenses during the transition process and Verisign shall continue to perform the Services and Additional Services until the Termination Date. Notwithstanding anything to the contrary, Verisign shall not be required to continue to perform the Services or Additional Services after 11:59 p.m. pacific time on the date that is 365 days following the Transition Preparation Start Date and this Agreement shall be deemed terminated as of that date and time, unless otherwise agreed by the Parties in writing. No additional fees or expenses shall be payable to Verisign to implement the Transition Services.

(G)   During the period between the Transition Preparation Start Date and the Termination Date, the Parties shall regularly meet and provide status updates on the progress of the transition on a regular basis. Meetings may be conducted in person, by telephone or video conference.

(c)   ***Effect of Termination***. Upon termination of this Agreement in accordance with this Section 8 (Term and Termination) (i) ICANN shall pay Verisign all then accrued and unpaid Service Fees, Additional Services Fees and Reimbursable Expenses in accordance with the payment terms of this Agreement and (ii) both Parties shall return or dispose all of each other's Confidential Information; *provided* that each Party shall be entitled to retain (A) any documents or records containing or reflecting Confidential Information to the extent required by Law or regulation and (B) any documents or records containing or reflecting Confidential Information that would be unreasonably burdensome to destroy (such as archived computer records). Notwithstanding the above, each Party shall continue to be bound by the confidentiality obligations under this Agreement, including restrictions on the disclosure and use of the Confidential Information retained by such Party.

(d)   ***Suspension of Services***.

(i)   Verisign may suspend any of the Services and/or Additional Services, in whole or in part, and/or the provisioning of any portion of the Verisign System to comply with applicable Laws. Verisign's right to suspend includes, in each case, only to the extent necessary to comply with such Law, (A) revoking the right of access granted in Section 4(b) (License to Verisign RZMS), suspending or otherwise restricting ICANN's access to the Verisign RZMS, and/or the provisioning of any other Services and/or Additional Services; (B) stopping the acceptance of Service Data from ICANN; (C) delaying, denying, deleting, freezing, or transferring the Root Zone File and (D) taking such other action, all as required to comply with such Law. Verisign shall, to the extent permitted by such Law, notify ICANN prior to taking any such action and shall, in any case, if permitted by such Law, notify ICANN immediately after taking any such action.

(ii)   By taking any of the actions set forth in this Section 8(d) (Suspension of Services), Verisign shall not be deemed to be in breach of any of its obligations under the Agreement to perform the Services and/or Additional Services, in whole or in part, including without limitation, compliance with the Service Levels.

(iii)   After receipt of notice from Verisign under Section 8(d)(i), Verisign and ICANN shall promptly discuss any modifications to the Services, Additional Services, Transition Services and/or the terms of this Agreement required to comply with Law. Any resulting changes to the Services, the Additional Services, Transition Services and/or terms of this Agreement shall be handled pursuant to the Change Control Process. Nothing in this Section 8(d)(iii) shall prevent Verisign from suspending the Services and/or Additional Services pursuant to Section 8(d)(i) above.

(e)   ***Survival of Terms***. The following shall survive the expiration or termination of this Agreement: All accrued and unpaid payment obligations, including Section 5 (Fees and Payment Terms); and Section 1 (Definitions), Section 4(a) (License to Service Data), Section 4(c)(i) (Interface), Section 4(d) (Reservation of Rights), Section 6 (Confidential Information), Section 7(c) (Indemnification by Verisign), Section 7(d) (Indemnification by ICANN), Section 7(e) (Partial Indemnification), Section 7(f) (Indemnification Process), Section 7(g) (Dispute Resolution), Section 7(h) (Disclaimer), Section 8(c) (Effect of Termination), Section 8(e) (Survival of Terms), Section 9 (Limitation of Liability), and Section 10 (General Provisions) (other than Section 10(e) (Compliance with Laws)) of this Agreement.

9.   **LIMITATION OF LIABILITY**

THE PARTIES AGREE THAT:

(a)   EXCEPT AS OTHERWISE SET FORTH IN SECTION 9(b), EACH PARTY'S LIABILITY (i) DURING THE PERIOD BEGINNING ON THE EFFECTIVE DATE AND ENDING ON THE EIGHTH ANNIVERSARY OF THE EFFECTIVE DATE FOR ANY AND ALL LOSSES UNDER THE AGREEMENT SHALL NOT EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (US $2,500,000) PER CLAIM OR SERIES OF RELATED CLAIMS AND TEN MILLION DOLLARS (US $10,000,000) IN THE AGGREGATE AND (ii) DURING EACH SUCCESSIVE EIGHT-YEAR PERIOD THEREAFTER (*I.E.*, YEARS 9 THROUGH 16, YEARS 17 THROUGH 24, ETC) SHALL NOT EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (US $2,500,000) PER CLAIM OR SERIES OF RELATED CLAIMS OR TEN MILLION DOLLARS (US $10,000,000) IN THE AGGREGATE.

(b)   NOTWITHSTANDING SECTION 9(a), VERISIGN'S LIABILITY FOR ANY AND ALL OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7(c)(ii)) AND ICANN'S LIABILITY FOR ANY AND ALL OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7(d)(ii) SHALL NOT EXCEED, FOR EACH OF VERISIGN AND ICANN: (i) (A) NINE MILLION DOLLARS (US $9,000,000) PER CLAIM FOR THE FIRST CLAIM OR SERIES OF RELATED CLAIMS (COLLECTIVELY THE "**FIRST CLAIM**"); (B) SIX MILLION DOLLARS (US $6,000,000) PER EACH CLAIM OR SERIES OF RELATED CLAIMS FOLLOWING THE FIRST CLAIM, AND (C) TWENTY-SIX MILLION DOLLARS

(US $26,000,000) IN THE AGGREGATE, IN EACH OF SUBPARAGRAPHS (i)(A)-(C) DURING THE PERIOD BEGINNING ON THE EFFECTIVE DATE AND ENDING ON THE EIGHTH ANNIVERSARY OF THE EFFECTIVE DATE AND (ii) (A) SIX MILLION DOLLARS (US $6,000,000) PER CLAIM OR SERIES OF RELATED CLAIMS AND (B) TWENTY-SIX MILLION DOLLARS (US $26,000,000) IN THE AGGREGATE, IN EACH OF SUBPARAGRAPHS (ii)(A)-(B) DURING EACH SUCCESSIVE EIGHT-YEAR PERIOD (*I.E.*, YEARS 9 THROUGH 16, YEARS 17 THROUGH 24, ETC).

(c)   EXCEPT FOR VERISIGN'S LIABILITY FOR ANY AND ALL INDEMNIFICATION OBLIGATIONS UNDER SECTION 7(c)(ii) AND ICANN'S LIABILITY FOR ANY AND ALL INDEMNIFICATION OBLIGATIONS UNDER SECTION 7(d)(ii), IN EACH CASE, SOLELY TO THE EXTENT EXCLUSIVELY ARISING UNDER THIS AGREEMENT, WHICH IN EACH CASE SHALL BE LIMITED TO THE AMOUNTS SET FORTH IN SECTION 9(b), NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.   **GENERAL PROVISIONS**

(a)   *Notices*.   All notices shall be in writing (excluding email or other form of transmission) unless this Agreement otherwise expressly provides for notice by email (or other form of transmission).   Any such notice shall be served personally or by certified mail (postage prepaid), internationally recognized overnight delivery service (such as FedEx or DHL), or courier, to the persons set forth below.

> If to Verisign:
> > Verisign, Inc.
> > 12061 Bluemont Way
> > Reston, VA 20190
> > Attn: General Counsel
> > Phone: +1-703-948-3200
> > Fax: +1-703-948-3977
>
> If to ICANN:
> > Internet Corporation for Assigned Names and Numbers
> > 12025 Waterfront Drive, Suite 300
> > Los Angeles, CA 90094-2536
> > Attn: President and Chief Executive Officer
> > Phone: +1-310-301-5800
> > Fax: +1-310-823-8649
> > With a copy to email: [●]
>
> With a copy to (which shall not constitute notice):
> > Internet Corporation for Assigned Names and Numbers
> > 12025 Waterfront Drive, Suite 300

Los Angeles, CA 90094-2536
Attn: General Counsel
Phone: +1-310-301-5800
Fax: +1-310-823-8649
Email: [●]

With a copy to (which shall not constitute notice):
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Attn: President, Global Domains Division
Phone: +1-310-301-5800
Fax: +1-310-823-8649
Email: [●]

Notice shall be deemed served (i) upon personal delivery or delivery by courier, (ii) upon the second (2nd) business day after the date sent for notices sent via overnight delivery, (iii) upon the fifth (5th) business day after the date sent for notices sent via certified mail or (iv) upon confirmation of receipt by the recipient's email server if sent via email. Either Party may change the address to which notices are to be delivered by written notice (excluding email or other form of electronic transmission) to the other Party.

(b) *Amendments and Waiver*. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived only by a physical writing referencing this Agreement, including such amendments as may be made in accordance with the Change Control Process, and either (i) manually signed by the Parties to be bound or (ii) digitally signed by the Parties to be bound.

(c) *Force Majeure*. Neither Party shall be deemed in default hereunder, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations under this Agreement (excluding payment obligations) if such default, cessation, interruption or delay in the performance of its obligations was directly and proximately caused by an earthquake, flood, fire, storm, natural disaster, "act of God," war, terrorism, armed conflict, cyberattack, labor strike or failure of public utilities or any similar event beyond the reasonable control of such Party and, despite the continuity plan contemplated by Section 3(b)(vi) and compliance with the security requirements and obligations set forth in Schedule 1, such event actually prevented such Party from performing its obligations under this Agreement ("**Force Majeure Event**"); *provided* that the Party relying upon this Section 10(c) (Force Majeure): (i) gives prompt written notice to the other Party and (ii) takes all steps reasonably necessary to mitigate the effects of the Force Majeure Event.

(d) *Severability*. Except as set forth in Section 7(g)(iii) (Arbitration), if any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

(e)   *Compliance with Law*.

(i)   *Generally*.   To the actual knowledge of Verisign's General Counsel as of the Effective Date (without investigation of any kind or nature), Verisign has no knowledge that the Services violate any material applicable Laws.

(ii)   *Notification*. If a Party is charged by a Governmental Authority with failure to comply with any Laws with respect to the Services, the Additional Services or the Transition Services, it shall promptly notify the other Party of such charges in writing unless prohibited by such Governmental Authority from doing so. The Parties shall thereafter promptly meet in good faith to discuss the impact of such Governmental Authority charges and any modifications to the Services and/or Additional Services or the terms of this Agreement to mitigate or remedy such charges to enable Verisign to perform the Services and/or Additional Services in compliance with such charge. All changes to the Services, the Additional Services and/or terms of this Agreement as a result of a change in Law shall be handled pursuant to the Change Control Process.

(iii)   *Licenses*. ICANN shall, for itself and on behalf of Verisign, to the extent the United States Office of Foreign Assets Control ("**OFAC**") has in past practice granted authorizations or licenses to ICANN and Verisign jointly prior to the Effective Date applicable to root zone management ("**Past Practice Licenses**"), seek from OFAC such Past Practice Licenses to the extent necessary for Verisign's performance of the Services and/or Additional Services under this Agreement. For the avoidance of doubt, ICANN shall have no obligation to seek any additional authorizations or licenses from any Governmental Authority other than the Past Practice Licenses.

(f)   *Change Control Process*.   Any and all changes to the nature or scope of the Services and/or Additional Services, including to comply with specifications adopted by any industry group generally recognized as authoritative with respect to the Internet (*e.g.*, RFCs) ("**Changes**") requested by either ICANN or Verisign shall only be permitted pursuant to the Change Control Process.

(g)   *Assignment and Subcontracting*.

(i)   Neither Party may assign or transfer this Agreement, or any obligation under this Agreement (in whole or in part, and whether voluntarily, involuntarily, or by operation of Law) (an "**Assignment**") without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any attempt to do so shall be null and void and of no effect.   The Party seeking an Assignment ("**Assignor**") shall provide the non-assigning Party with all information reasonably requested by the non-assigning Party regarding any proposed Assignment. Notwithstanding the foregoing, ICANN's consent shall not be required for (1) a merger, share purchase or other similar transaction, in each case, that, if consummated, would result in a change of control of Verisign where a non-Affiliate would acquire a majority of the outstanding equity interests of Verisign, (2) any assignment or transfer of this Agreement to an Affiliate, including in connection with any consolidation or reorganization of Verisign or by merger, share purchase, asset sale or other similar

transaction in each case that involves solely Verisign and its Affiliates, or (3) a transfer of all or substantially all of the assets of Verisign to a non-Affiliate; *provided, that*, Verisign shall provide ICANN written notice of any such transaction under clauses (1) and (3) at least thirty (30) calendar days prior to the consummation of such transaction (a "**Transaction Notice**") and Verisign shall provide ICANN with information concerning such transaction as reasonably requested by ICANN.

(ii)   Neither Party may subcontract or delegate all or any portion of its rights or obligations under this Agreement, except that each Party shall be permitted to subcontract all or any portion of its rights and obligations under this Agreement to an Affiliate of said Party without the other Party's consent; *provided*, that the Party desiring to subcontract or delegate to an Affiliate ("**Subcontracting Party**") shall notify the other Party within a commercially reasonable time but no fewer than sixty (60) days prior to date such Party desires to subcontract all or any portion of its rights or obligations to an Affiliate, of such desired subcontracting as well as the identity of the proposed Affiliate, the scope of the proposed rights or obligations to be subcontracted, the contact name and information and such other information as may be reasonably requested by the other Party.

(iii)   If, pursuant to the terms of this Section 10(g), a Party effects an Assignment of this Agreement or subcontracts to an Affiliate, the Assignor or Subcontracting Party shall remain, at all times, primarily and fully responsible to the other Party for the acts and omissions of such assignee or subcontractor and shall retain any and all such liability and responsibility therefor. No Assignment or subcontracting of the performance of a Party's rights or obligations under this Agreement shall release the Assignor or Subcontracting Party from its rights or responsibility for performance of its obligations under this Agreement and the Assignor or Subcontracting Party, as applicable, shall remain responsible for ensuring that its assignees and subcontractors, as applicable, comply with all the terms and conditions of this Agreement applicable to the Assignor or Subcontracting Party. Neither Party shall be required to assert or exhaust any remedies against an assignee or a subcontractor before asserting any Claims or Losses against the Assignor or Subcontracting Party or exercising any indemnification or other rights under the Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(h)   ***Relationship of Parties***. The Parties are independent contractors, bound to each other only as provided for herein. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, act on behalf of or represent the other. Neither Party is an agent, representative, joint venturer, nor partner of the other Party, and nothing in this Agreement creates a joint venture, a fiduciary relationship, a relationship of partnership, employer and employee, principal and agent, master and servant, or franchisor and franchisee. Neither Party shall act or fail to act in a way that could reasonably cause others to believe that it has authority to act on behalf of the other beyond the authority expressly granted herein.

(i)   ***Governing Law***. The Parties agree that this Agreement, and any and all disputes arising out of or related to this Agreement resolved in accordance with Section 7(g) (Dispute Resolution), shall be governed by, construed, and enforced in all respects in accordance with the

Laws of the State of California, United States of America, excluding its conflict of laws rules. Each Party expressly waives any claim that the jurisdiction of such court with respect to personal jurisdiction is improper or that the venue is inconvenient or improper.

(j)   ***Third-Party Beneficiaries***.   No provision of this Agreement is intended to, nor shall be interpreted to, provide or create any rights, benefits or any other interest of any kind in any third party or create any obligations of Verisign or ICANN to any third party. Notwithstanding the above, (i) any rights to indemnification asserted by a Verisign Indemnified Party must be asserted by Verisign on the behalf of the Verisign Indemnified Party and may not be asserted directly against ICANN by such Verisign Indemnified Party unless otherwise required by applicable Laws that the Verisign Indemnified Party be the plaintiff or otherwise assert the claim directly against ICANN and (ii) any rights to indemnification asserted by an ICANN Indemnified Party must be asserted by ICANN on the behalf of the ICANN Indemnified Party and may not be asserted directly against Verisign by such ICANN Indemnified Party unless otherwise required by applicable Laws that the ICANN Indemnified Party be the plaintiff or otherwise assert the claim directly against Verisign.

(k)   ***English Version***.   If this Agreement is translated into any language other than English, and if there is a conflict between the English version and the translated version, then the English version shall prevail in all respects.

(l)   ***Savings Clause***.   Any delay, nonperformance or other breach by a Party of its obligations under this Agreement and any liability therefor, shall be excused to the extent such failure is related to or caused by any of the following: (i) the other Party's acts or omissions or the acts or omissions of such Party's Affiliates, including such Party's failure to perform its obligations under this Agreement or (ii) any matter constituting a Force Majeure Event. Each Party shall use commercially reasonable efforts to provide notice and propose workarounds to address performance issues created by any of the matters listed in this Section.

(m)   ***Cumulative Remedies***.   Except as otherwise expressly provided, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either Party.

(n)   ***Counterparts***.   The Agreement may be executed in counterparts, all of which taken together shall constitute one single agreement between the Parties.

(o)   ***Headings***.   The Parties agree that the headings used in this Agreement are for ease of reference only and shall not be taken into account in interpreting the Agreement.

(p)   ***Entire Agreement***.   This Agreement, including all statements of work, schedules, exhibits or other attachments hereto, constitutes the entire understanding and agreement between Verisign and ICANN with respect to the Services and Additional Services provided hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
(Signature)

_____
Name (print)

_____
Title

_____
Date

VERISIGN, INC.

By: _____
(Signature)

_____
Name (print)

_____
Title

_____
Date

1.   **VERISIGN USAGE POLICIES**

ICANN shall use commercially reasonable efforts to use all necessary technology and restrictions to ensure that its connection to the Verisign RZMS is secure, which includes, but is not limited to (a) properly using valid user credentials, (b) complying with Verisign RZMS access, use and protection requirements, (c) authenticating and encrypting session communications using two-way transport layer security ("**SSL**") protocol using both an X.509 server certificate issued by a Verisign recognized certification authority that issues and maintains digital certificates in accordance with Schedule 5 (SSL Certificates) and other requirements of Verisign relating to the access, use and/or protection of the Verisign RZMS and its valid credentials, and (d) immediately notifying Verisign via email (to such address as may be provided by Verisign from time to time) upon learning that its credentials have been compromised in any way or if its server certificate has been revoked by the issuing certification authority or compromised in any way. Verisign and ICANN shall maintain the confidentiality of all secure access credentials. The Parties shall use commercially reasonable efforts to protect all data exchanged between ICANN's system, including the ICANN RZMS and the Verisign RZMS to avoid unintended or unauthorized modification or disclosure of data.

2.   **TECHNICAL SUPPORT; MAINTENANCE**

2.1   *Technical Support*. The Parties will provide commercially reasonable customer telephone and email support 24 hours a day, seven days a week for technical issues related to the Services and/or Additional Services.

2.2   *Scheduled Maintenance*. The Parties will provide at least ten (10) calendar days' notice via email (to such address as may be provided by either Party from time to time) (unless a shorter period of time for a particular request is mutually agreed to) that the notifying Party plans to perform maintenance on the ICANN RZMS or Verisign System ("**Scheduled Maintenance**"). Notice of ICANN's Scheduled Maintenance shall be sent to Verisign via email (to such address as may be provided by Verisign from time to time). Notice of Verisign's Scheduled Maintenance shall be sent to ICANN via email (to such address as may be provided by ICANN from time to time). Notwithstanding the foregoing, Verisign's Schedule Maintenance shall not exceed four (4) hours per week and no more than eight (8) hours per month ("**Verisign Scheduled Maintenance Limit**"). Further the Parties shall cooperate and consult in good faith with respect to updates, upgrades, corrections, or other changes to the systems and the implementation thereof.

2.3   *Emergency Maintenance*. Notwithstanding Section 2.2 (Scheduled Maintenance), in the event the Verisign System is subject to the imminent threat of a failure or a material security threat, the discovery of a major security vulnerability, or a Denial of Service (DoS) attack where the Verisign RZMS or Verisign System is rendered inaccessible, Verisign may perform maintenance on the Verisign RZMS or the Verisign System so long as Verisign provides ICANN with prompt (and in any event, within one hour of performing the maintenance) notice via email (to such address as may be provided by ICANN from time to time) thereof.

SCHEDULE 2

SERVICE LEVELS

1. Service Levels

The Parties agree that nothing in this Schedule 2 (Service Levels) shall be deemed to be a representation or warranty. Verisign shall perform the Services in accordance with the following "**Service Levels**":

Service Level Agreement Matrix

Service Level	Service Level Requirement (monthly basis)
Verisign RZMS Service Availability	99.4%
Publish the Root Zone File with Standard Root Zone Change Submissions	≤ 72 hours after Verisign's receipt for at least 99% of the Standard Root Zone Change Submissions
Publish the Root Zone File with Emergency Root Zone Change Submissions and Emergency Root Zone File Regeneration	≤ 6 hours after Verisign's receipt for 100% of the Emergency Root Zone Change Submissions and/or Root Zone File Regeneration
Root Zone File Distribution Server Availability	99%
Root Zone File Publish Frequency	≤ 24 hours from the previous Root Zone File publication

(a) **Verisign RZMS Service Availability**

Refers to the ability of the ICANN RZMS to establish a connection with the Verisign RZMS. The calculation of unavailability for determining Verisign's compliance with this Service Level shall begin upon ICANN's notification to Verisign via email (to such address that Verisign may provide from time to time) that ICANN has been unable to establish a session with the Verisign RZMS for five (5) continuous minutes (solely as a result of a failure of systems entirely within Verisign's control), *provided* ICANN also includes in its notification to Verisign the necessary forensics data required by Verisign for diagnostic purposes. The calculation of the timeframe for purposes of this Service Level will end upon Verisign's confirmation that the ICANN RZMS has the ability to establish a session with the Verisign RZMS and shall resume in the event Verisign receives verification from ICANN via email (which includes from ICANN the necessary forensics data required for Verisign to confirm) and Verisign confirms that the

ICANN RZMS is still unable to establish a connection with the Verisign RZMS based on the same incident (and solely as a result of a failure of systems entirely within Verisign's control) and the process set forth above shall repeat until resolution. Notwithstanding the foregoing, Verisign's Scheduled Maintenance shall not be included in the calculation of the timeframe for this Service Level.

(b)   **Publish the Root Zone File for Standard Root Zone Change Submissions / Publish the Root Zone File for Emergency Root Zone Change Submissions and Emergency Root Zone File Regeneration**

      (i)   Refers to the total time it takes Verisign to perform the functions set forth in <u>Section 3(b)(i) (A-C)</u> for Standard Root Zone Change Submissions, Emergency Root Zone Change Submissions and Emergency Root Zone File Regenerations, respectively.

      (ii)   The calculation of the timeframe for determining Verisign's compliance with this Service Level does not include Template-based Root Zone Change Submissions.

      (iii)   The calculation of the timeframe for determining Verisign's compliance with this Service Level shall pause upon Verisign's notification to ICANN that Verisign has identified a discrepancy in the Service Data pursuant to <u>Section 3(b)(i)(A)(1)</u> of the Agreement. In the event that ICANN responds to Verisign's technical validation notification within twelve (12) hours with an ICANN Confirmed Submission, the calculation of the timeframe shall resume from the time Verisign receives the ICANN Confirmed Submission. In the event ICANN does not respond with an ICANN Confirmed Submission within twelve (12) hours from Verisign's notification, the calculation of the timeframe shall end and any further requested action for any related Root Zone Change Submission shall be based on a new timeframe calculation for this Service Level Request.

(c)   **Root Zone File Distribution Server Availability**

Refers to the ability of Verisign to respond to requests from a Root Server Operator to transfer a Root Zone File from a Root Zone File Distribution Server. The calculation of the timeframe for determining Verisign's compliance with this Service Level shall begin when a Root Server Operator notifies Verisign (via the method determined by Verisign) that it is unable to access at least one of the Verisign Root Zone File Distribution Server to request the Root Zone File (and such failure is as a result of systems entirely within Verisign's control). The calculation of the timeframe for purposes of this Service Level will end upon Verisign's confirmation that the Root Server Operator is able to access at least one of the Verisign Root Zone File Distribution Server to request the Root Zone File. Notwithstanding the foregoing, Verisign's Scheduled Maintenance shall not be included in the calculation of the timeframe for this Service Level. Verisign shall notify ICANN within one (1) hour from Verisign's confirmation that a Root Server

Operator is unable to access at least one of the Root Zone File Distribution Server to request the Root Zone File in accordance with Section 2(b) below.

(d)   **Root Zone File Publish Frequency**

Refers to the period of time between which the existing Root Zone File is updated with a new Root Zone File and is made available to Root Zone Operators via a Root Zone File Distribution Server.

2.   Monitoring and Reporting

(a)   **Monitoring**. Verisign shall use commercially reasonable efforts to monitor the parameters set forth in the above Service Levels pursuant to a schedule for such monitoring set by Verisign and updated from time to time by Verisign upon notice to ICANN.

(b)   **Reporting**. Verisign shall provide ICANN with a monthly report on or before the 20th day of the next month comparing the Service Levels with Verisign's actual performance of the Services in the prior month. If, for any reason, Verisign fails to meet any of the Service Levels, Verisign will provide an incident report to ICANN within seven (7) business days of such failure. Verisign will include a status update on the failure in the next monthly report following the month in which the incident occurred with updates in each monthly report to follow until the Root Cause Analysis is delivered. ICANN may make the monthly Service Level reports and initial incident reports provided by Verisign public.

(c)   **Root Cause Analysis**. If, for any reason, Verisign fails to meet any of the Service Levels, Verisign shall (i) conduct an analysis of its operations to determine the root cause of such failure, (ii) develop a mitigation plan to avoid the root cause of such failure from occurring in the future, and (iii) deliver the report to ICANN upon its completion ("**Root Cause Analysis**"). The Root Cause Analysis shall be deemed Confidential Information of Verisign under this Agreement.

3.   Service Credit

(a)   Verisign will apply Service Credits only against future Service Fees otherwise due from ICANN. Subject to ICANN's right to initiate a transition and termination process pursuant to Section 8(b) (Termination upon Successful Transition), ICANN's sole and exclusive remedy, and Verisign's sole liability, for any failure to meet any or all Service Levels is a Service Credit, if eligible, whether or not issued.

(i)   If Verisign reports that it has failed to meet a Service Level, it shall provide a Service Credit to ICANN in the amount calculated in accordance with Section 3(e) below.

(ii)   If ICANN believes that Verisign failed to meet a Service Level, ICANN may provide a written notice via email (to such address as may be provided by Verisign from time to time) to Verisign of such belief, stating the specific

parameter, and date and time for each failure in such notification ("**Service Credit Request**"). Verisign shall review such Service Level Credit Request and will use its commercially reasonable efforts to either (1) if Verisign determines that it failed to meet a Service Level, provide the Service Credit pursuant to Section 3(a)(i) above or (2) if Verisign determines that it did not fail to meet a Service Level, refer the matter to the RZMA Coordination Committee for resolution.

(b)   <u>Issuance</u>. If it is determined that a Service Credit is owed, then Verisign will apply the Service Credit in the amount calculated in accordance with Section 3(e) (Issuance) on the next invoice for ICANN's Service Fees.

(c)   <u>Taxes on Service Credits</u>. ICANN shall be responsible for the payment of all Transfer Taxes related to any Service Credits provided in connection with the Services and Additional Services. For the avoidance of doubt, ICANN shall not pay any Taxes in connection with a Service Credit other than Transfer Taxes, including without limitation, any employment and payroll Taxes or Taxes imposed on or measured by (i) income or gains, (ii) net worth, or (iii) business activity.

(d)   <u>SLA Exclusions</u>. Notwithstanding anything to the contrary, the Service Levels do not apply to, and Verisign shall not be deemed to have a Service Level failure under this Agreement (including for purposes of ICANN's termination rights under Section 8(b)(i)(C) or ICANN's entitlement to any Service Credit): (i) due to Scheduled Maintenance; (ii) that is the result of any suspension of Service as permitted in the Agreement; (iii) that is caused by any Force Majeure Event; (iv) that results in whole or in part from ICANN's breach of its obligations under the Agreement, except to the extent ICANN's breach was directly and proximately caused, in whole or in part, by Verisign's breach of this Agreement; (v) that results in whole or in part from ICANN's or any Root Server Operator's employees, third-party providers or resources, equipment, software or other technology, whether owned by ICANN, a Root Server Operator or any third party (in each case, not within Verisign's control); or (vi) any Service Level failure for the same Service Level that occurs more than one time where the root cause can only be fixed by an agreed upon and prioritized Change Request that was not completed at the time of the Service Level failure (collectively, the "**SLA Exclusions**").

(e)   <u>Calculation</u>. If ICANN is entitled to a Service Credit pursuant to this Schedule 2 (Service Levels), Verisign shall pay Service Credits to ICANN as determined in accordance with the credit level identified in the table below for the applicable failed Service Level calculated in accordance with the below tables up to a maximum amount of twenty-five thousand dollars ($25,000) per monthly period.

Service Level	Service Credit Level (see tables below)
Verisign RZMS Service Availability	1
Publish the Root Zone File with Standard Root Zone Change Submissions	1
Publish the Root Zone File with Emergency Root Zone Change Submissions and/or Emergency Root Zone File Regeneration	2

Root Zone File Distribution Server Availability	1
Root Zone File Publish Frequency	3

Service Credit Level 1

	<15 minutes	15 minutes to <1 hour	1 hour to <12 hours	≥ 12 hours
Service Credit Amount	$2,500	$5,000	$7,500	$10,000

Service Credit Level 2

	<15 minutes	15 minutes to <1 hour	1 hour to <12 hours	≥ 12 hours
Service Credit Amount	$1,000	$2,500	$5,000	$7,500

Service Credit Level 3

	<1 hour	1 hour to <12 hours	12 hours to <24 hours	≥24 hours
Service Credit Amount	$500	$1,000	$2,000	$2,500

SCHEDULE 3

FEES

ICANN shall pay Verisign a non-refundable, monthly, fixed Service Fee for the Services in the amount of twenty-five thousand dollars (US $25,000) per month beginning on the Effective Date of this Agreement and continuing until the earlier of expiration or termination of the Agreement.

CHANGE CONTROL PROCESS

This <u>Schedule 4 (Change Control Process)</u> describes the process to be followed when either Party wishes to make a Change.

1. **<u>Intent</u>**. The objectives of the Change Control Process are as follows:

   (a) to determine whether a request for a Change (a "**Change Request**") is a change to the scope of the Services or constitutes an Additional Service;

   (b) to prioritize all agreed upon Change Requests;

   (c) to identify the responsibilities to be assumed by the Parties to define and implement the Changes;

   (d) to document a Change whether or not such Change results in any Additional Service Fees, a new Service Fee or modification the existing Service Fees; and

   (e) to finalize an agreed upon Change Proposal through a statement of work agreed upon by both Parties in writing ("**Change Statement of Work**").

2. **<u>Background Changes</u>**. Verisign may make changes that support the Verisign System used to provide the Services, and changes to Verisign incidental or internal back office services in support of the Services and Additional Services (each, a "**Background Change**") in Verisign's reasonable discretion; *provided*, that Background Changes will not relieve Verisign from performance requirements under this Agreement or require ICANN to pay any additional fees or expenses, or to make changes to the ICANN RZMS.

3. **<u>Quarterly Meetings</u>**. At its regular meetings, the RZMA Coordination Committee will discuss potential Change Requests and how to prioritize and place such Change Requests on a roadmap for implementation.

4. **<u>Initiation of Change</u>**. Either Party may initiate a Change by delivering to the other's representative a Change Request using the standard template attached in Exhibit 1 (Form of Change Request) to this <u>Schedule 4 (Change Control Process)</u>. For the avoidance of doubt, ICANN may initiate a Change as a result of recommendations from a consensus-based, community driven process. The Change Request should address, without limitation, the following elements of the Change, as relevant:

   (a) scope of the Services and Additional Services;

   (b) Service Levels;

   (c) impact of the Change to the Services; and

   (d) timeline, milestones, and requested delivery dates for implementation.

5.   **Receipt**. The Party receiving the Change Request ("**Recipient**") will use commercially reasonable efforts to submit any questions or clarifications needed to the other Party by electronic mail within five (5) business days from receipt of the Change Request. The Recipient will initiate meetings (telephonic or in-person) as necessary to discuss the scope of the proposed Change, to the extent reasonably necessary, to ensure the Change Request is clearly understood ("**Completion Review**"). Following the Completion Review, the Recipient will use commercially reasonable efforts to respond to the Change Request documenting details such as the impact to the Services, the impact to the schedule of Change Statements of Work already accepted, the timeline, milestones and delivery dates for implementation, Additional Services Fees, any increase to existing Service Fees (and/or pricing associated with the Change Request), within twenty (20) business days or as otherwise agreed by the Parties. The Parties will meet to review the Change Request within five (5) business days of transmission.

6.   **Response**. Not more than ten (10) business days after receipt of the Change Request, unless otherwise agreed by the Parties:

>   (a)   the Recipient may respond by approving the Change Request and the Parties will work together to develop and execute a Change Statement of Work, which will be incorporated in accordance with Section 8 (Final Resolution); or

>   (b)   the Recipient may notify the other Party that it does not wish to proceed with the Change, in which case no further action shall be taken; or

>   (c)   either Party may request a meeting to discuss the Change Request (a "**Change Request Meeting**").

7.   **Meeting**. At a Change Request Meeting, the Parties shall use commercially reasonable efforts to agree to either:

>   (a)   subject to Section 10 (Costs and Expenses of Change Control Process), take no further action in respect of the proposed Change;

>   (b)   acquire further information before deciding whether to proceed with the Change;

>   (c)   amend the Change Request, which the Recipient will incorporate into a revised version of the Change Request; or

>   (d)   proceed with the current Change Request in which case the Parties will work together to develop a Change Statement of Work for the Change, which if agreed to by both Parties shall be signed, which will be incorporated in accordance with Section 8 (Final Resolution).

8.   **Final Resolution**. If the Parties agree to proceed under Section 7(b) or (c) above, then the Parties shall gather any necessary information and/or the Recipient shall prepare a revised version of the relevant Change Request, upon which the Parties shall decide whether to proceed in accordance with Section 6 (Response) above. The Parties shall continue to go through the process

detailed above until reaching a final resolution. The Parties shall act in good faith at all times during such process.

9.   Effectiveness of a Change. Upon the signature of a Change Statement of Work by an authorized individual of both Parties, the contents of such Change Statement of Work shall be deemed to be agreed and incorporated into this Agreement on the date of the last signature or as the Parties may otherwise agree. Subject to <u>Section 10 (Costs and Expenses of Change Control Process)</u>, no part of the discussions or interchanges between the Parties shall obligate the Parties to approve any Change or shall constitute an amendment or waiver of this Agreement unless and until reflected in a Change Statement of Work and signed by the Parties' authorized representatives. Neither Party shall have any obligation to commence or comply with any Change Request or Change Proposal, perform Services, or pay any fees or other charges that would be covered by any Change Request, Change Proposal or Change Statement of Work, until such time as the Parties' authorized representatives have signed the appropriate Change Statement of Work.

10.   Costs and Expenses of Change Control Process. Each Party shall be responsible for all costs and expenses incurred by its employees, agents and subcontractors with respect to its participation in, and responsibilities and obligations under, Change Control Process, unless otherwise specified in this Agreement or agreed in writing.

EXHIBIT 1

Form of Change Request

Change Request Identification		
Document Number:	Version:	
Creation Date:		
Requested by:	Request Date:	
Position:		

Change Request Description	
Requested Priority:	
Impacted Service Location(s):	
Overall Description:	
Estimated Overall Impact Evaluation:	
Scope of the Services and Additional Services:	
Service Levels	
Estimated Impact of the Change to the Services:	
Submission Date:	

Change Request Approval
Total cost, including Additional Service Fees and any changes to the existing Service Fees **[To be inserted by the responding Party]**

Exhibit 2

Form of Change Statement of Work

1.   Period of Performance:

        Start Date:
        End Date:

2.   Verisign's Project Manager Information:

        Name
        Address
        Phone
        Fax
        email

3.   ICANN's Project Manager Information:

        Name
        Address
        Phone
        Fax
        email

4.   Introduction:

This Change Statement of Work titled [Title, Dated] ("**SOW**") is issued pursuant to the Root Zone Maintainer Service Agreement is dated as of [●], 2016 by and between VeriSign, Inc., a Delaware corporation ("**Verisign**") and Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("**ICANN**"). Unless otherwise defined in this SOW, terms defined in the Agreement and used in this SOW shall have the meanings given them in the Agreement.

5.   Project Overview:

[Enter a paragraph describing/summarizing what the project's Point of Departure and Point of Arrival.]

6.   Project Requirements:

[Include objective(s)/end result(s) to be achieved by Verisign as covered by this SOW. Also include governance responsibilities and detailed project requirements (the needs a project must satisfy) relating to the objective(s)/end result(s).]

7.   Deliverables, Milestones, and Acceptance Criteria:

[Provide a breakdown of tasks within each phase (as listed below) that will be required of Verisign to complete the project(s) as discussed in Section 6. Please provide the associated completion date of each phase.] [**NOTE: This chart is included for example purposes for SOWs where there will be deliverables and timelines to deliver those deliverables.**]

Milestones	*Deliverables*	*Start date*	*Completion date*	*Sub Milestone Details*	*Acceptance Criteria*
Analyze	☐				◇
Design	☐				
Build					
Test					◇
Launch					◇
Production Validation					◇
Migration					◇

8.   Project Assumptions/Dependencies:

[Enter specific assumptions/dependencies by which successful execution of the project will be delivered and/or achieved]

9.   ICANN Responsibilities:

[Enter ICANN responsibilities.]

10.   Additional Service Fees:
[Choose One or add alternative structure]

Time and Materials:

The following table sets forth the Verisign resource requirements for this SOW and the role/skill categories in accordance with Verisign's current rate card or negotiated rates:

Line#	Role	Start Date	End Date	Rate/Hr.	Total Hours	Total Price

Line#	Role	Start Date	End Date	Rate/Hr.	Total Hours	Total Price
1.						
2.						
3.				Total		

OR

Fixed Price:

Verisign and ICANN agree to a fixed price for Additional Services performed. The following table provides for ICANN payments to Verisign totaling **$_____**:

Payment Number	Billing Milestones	Payment Details	Amount to be Charged
1	[description/deliverable]	[Time period covered]	[Dollar amount]
2			
3			

11. Services Fees:

[Insert new Service Fees or impact to existing Service Fees]

12. Travel and Expenses:

[Insert terms on travel/expenses]

13. Intellectual Property Rights

[Insert terms on Intellectual Property Rights, including ownership of Additional Services]

14. Other:

[Describe other required terms, e.g., third party software, etc]

IN WITNESS WHEREOF, the Parties have caused this Change Statement of Work to be duly executed as of the date set forth below.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS　　　　　**VERISIGN, INC.**

By: _____　　By: _____
　　　　　(Signature)　　　　　　　　　　　　(Signature)

_____　　　　_____
Name (print)　　　　　　　　　　　Name (print)

_____　　　　_____
Title　　　　　　　　　　　　　　Title

_____　　　　_____
Date　　　　　　　　　　　　　　Date

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SCHEDULE 5
SSL Certificates

1. Authorized Server Certificates. In accordance with Section 1 of <u>Schedule 1</u>, ICANN agrees to use a server certificate and certification authority set forth below, as may be updated (via email to ICANN (at such email address as ICANN may provide from time to time) by Verisign from time to time, including to remove a server certificate no longer accepted by Verisign. In the event ICANN desires to use a server certificate other than as listed below, ICANN may request consideration for use of an alternative server certificate via the process set forth in Section 2 below.

Geotrust

- RapidSSL
- RapidSSL Wildcard
- QuickSSL
- QuickSSL Premium
- True BusinessID
- True BusinessID Wildcard

GoDaddy

- Starfield Standard SSL

Symantec

- Secure Site
- Secure Site Pro

Thawte

- SSL 123
- SSL Web Server
- Wildcard SSL

2.   Request for Alternative Server Certificate.

(a) ICANN may request approval from Verisign to use a server certificate not listed in Section 1 above by submitting a request via email to Verisign Customer Service at such email address as Verisign may provide from time to time. ICANN's request must include the certification authority and server certificate being requested, as well as a copy of the root key and documentation outlining how the certification authority implements, validates and secures all components of its product and the methods employed to protect the key from being compromised.

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(b) Following receipt of ICANN's request and above information, Verisign may schedule a conference call with ICANN, if Verisign deems necessary, to review the request and obtain additional information. Verisign in its sole discretion will determine if the certification authority and server certificate request and implementation meets Verisign's security and stability requirements.

(c) If Verisign determines that the certification authority and server certificate are acceptable to Verisign, then Verisign will inform ICANN in writing (which may be via email to such address as may be provided by ICANN from time to time) and Verisign will add the certification authority's certification chain to Verisign's systems within ten (10) business days from Verisign's acceptance email to ICANN and the server certificate shall be deemed included in the authorized server certificate list set forth in Section 1 above.