**Proposed 2007 Renewal Agreement for .name TLD**

The following table provides a comparison between the proposed 2007 Global Name Registry ("GNR") Registry Agreement for the .name TLD and the 2006 NeuStar Registry Agreement for the .biz TLD. The terms in bold and strike through reflect updated and negotiated provisions for the .name TLD, which vary from those contained in the .biz, .info and .org 2006 renewal registry agreements.

| 2007 .name – 2006 .biz | Comments |
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| 3.1 (d)(iv) Process for Consideration of Proposed Registry Services. Following **Registry Operator must notify ICANN prior to implementing any new Registry Operator Service, or making any material modification to a Registry Operator Service, in conformance with the procedure detailed at http://www.icann.org/registries/rsep/rsep.html. Following such** written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry **Operator** Service within the scope of the preceding paragraph: **that may relate to security or stability issues, including Internet interoperability, ICANN will follow the procedure detailed at http://www.icann.org/registries/rsep/rsep.html.** | The 2007 .name agreement references the web address listed in the preceding column, which is a link to the process posted on the ICANN website for new/modified registry services.. |
| Section 7.2 Fees to be Paid to ICANN. <br><br> 7.2 (a) Registry-Level Transaction Fee. <br> 7.2 (a)(i) Commencing on January 1, 2007,**the Effective Date,** Registry Operator shall pay ICANN a Registry-Level Fee. Subject **for each registration, renewal, transfer or continuation (in the case of monthly registrations) of a registered name, subject** to Sections 7.2(a)(ii)**, 7.2(a)(iii)** and (iii) below, such fee shall equal the Transaction Fee set forth in the table below multiplied by the number of annual increments**7.2(a)(iv) below. As used in this Section 7.2, "registered names" shall mean each annual increment** of an initial or renewal domain name registration (including renewals associated with transfers from one ICANN-accredited registrar to another) during the applicable calendar quarter: **registry to another) domain name registration.** <br><br> YEAR TRANSACTION FEE <br><br> US$0.15 <br><br> US$0.15 <br><br> US$0.20 | For the 2007 agreement updated pricing terms specific to the .name TLD have been added. The range for fees to ICANN throughout the term of the agreement is US$0.15 – US$0.25 for second level and traditional third level domains. The 2007 agreement also provides reduced fees for third-level domain names sold in bulk and monthly fees for monthly billed registrations. |

| 2007 .name – 2006 .biz | Comments |
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| ~~US$0.20~~<br><br>~~US$0.25~~<br><br>~~US$0.25~~<br>**Second level and traditional third level domains (standard domain names): The transactional Registry-Level Fee for registered names is calculated as follows:**<br>~~7.2 (a)(ii)~~ | |

**Second level and traditional third level domains (standard domain names): The transactional Registry-Level Fee for registered names is calculated as follows:**

| **Period** | **Transaction Fee** |
|---|---|
| **Effective Date to 30 June 2009** | **US$0.15** |
| **1 July 2009 to 30 June 2011** | **US$0.20** |
| **1 July 2011 to 30 June 2013** | **US$0.25** |

Commencing in 2009, for calendar quarters during the Term for which the average annual price of registrations during the quarter is between US$3.01 and US$4.99, the Registry-Level Fee shall be the lesser of (a) the transaction fee provided in 7.2.a.1 or (b) US$0.15 plus US $0.01 for each increase by US$0.20 above $3.01 in the average price of domain name registrations, multiplied by the number of annual increments of an initial or renewal domain name registration during such quarter (including renewals associated with transfers from one ICANN-accredited registrar to another); and **in the event of monthly billed registrations, 1/12<sup>th</sup> of the previous amount, per month.**

**For the avoidance of doubt, if a second or traditional third level domain is in free trial and does not convert to a registered domain name before the end of the free trial period, there is no Registry-Level Fee incurring for this second level domain.**

**Third Level Domains Sold in Bulk:  The Registry-Level Fee shall be:  $0.0025 if the price of a third level registered name is $0.0500 or less; and thereafter shall be $0.0025 plus an**

| 2007 .name – 2006 .biz | Comments |
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**additional $0.0025 for each complete $0.0500 increase in the price of a third level registered name above $0.0500, provided however, that the total Registry-Level Fee paid on an annual basis per each third level registered name shall not exceed US$0.15 and in the event of monthly billed registrations, 1/12th of the previous amount, per month.**

**For the avoidance of doubt, if a domain is in free trial and does not convert to a registered domain name before the end of the free trial period, there is no Registry-Level Fee incurring for this domain.**
**Third level bulk domains consists of sales of more than 50,000 names under Registry Operator's consumer mass-market pricing model.**

~~7.2 (a)(iii)~~ Following two consecutive calendar quarters during which the average annual price of ~~registrations~~**second level and traditional third level registered names** during the quarter is US$3.00 or less (disregarding for these purposes any registry-offered discounts or marketing incentives having the short term effect of lowering the average annual price of domain name registrations), Registry Operator may request the parties enter good-faith negotiations to review and renegotiate the fee obligation considering all relevant factors including but not limited to Registry Operator~~'~~'s business needs as well as ICANN~~'~~'s financial requirements.

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~~Section 7.3.~~ Pricing for Domain Name Registrations and Registry Services~~.~~
**7.3**(a) Pricing.  From the Effective Date through six (6) months following the Effective Date, the price to ICANN-accredited registrars for **each annual increment of a** new and renewal **second level and traditional third level** domain name registrations and for transferring a **second level and traditional third level** domain name registration from one ICANN-accredited registrar to another, shall not exceed a total fee of US$6.00 (the ~~"~~"Maximum Service Fee~~"~~"). Commencing on ~~1 January 2007,~~ **1 August 2007** the Maximum Service Fee charged during a calendar year for each annual increment of a new and renewal **second level and traditional third level** domain name registration and for transferring a **second level and traditional third level** domain name registration from one ICANN-accredited ~~registrar~~**Registrar** to another, may not exceed the Maximum Service Fee during the preceding calendar year multiplied by 1.10.  The same Service Fee shall be charged to all ICANN-accredited ~~registrars~~**Registrars** for new and renewal **second level and traditional third level** domain name registrations.  Volume discounts and marketing support ~~and~~ incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs ~~is~~**are** available to all ICANN- | The Maximum Service Fee (as defined) is applied only to second and traditional third level domain name registrations. |

| 2007 .name – 2006 .biz | Comments |
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| accredited registrars. | |

The following table provides a side-by-side comparison of operative terms from the 2001 .name Registry Agreement and the proposed 2007 .name Registry Agreement.

| Term | 2001 | 2007 | Comments |
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| Representations and Warranties | <u>Representations and Warranties of Registry Operator</u>. Registry Operator represents and warrants to ICANN that:<br><br>5.5.1. it is a [<u>insert Registry Operator's type of organization</u>] duly organized, validly existing, and in good standing under the laws of [<u>insert jurisdiction</u>];<br><br>5.5.2. it has all requisite organizational power and authority to execute, deliver and perform its obligations under this Agreement;<br><br>5.5.3. the execution, performance and delivery of this Agreement has been duly authorized by Registry Operator; and<br><br>5.5.4. subject to Subsection 5.3, no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Registry Operator in order for it to enter into and perform its obligations under this Agreement.<br><br>5.6. <u>Additional Covenants of Registry Operator</u>. Throughout the Term of the Agreement, Registry Operator shall comply, in all material respects, with the covenants contained in Appendix W.<br><br>Appendix W: | Section 2 <u>Registry Operator's Representations and Warranties</u>.<br><br>2.1(a) <u>Organization; Due Authorization and Execution</u>. Registry Operator is a private limited company, duly organized, validly existing and in good standing under the laws of England and Wales, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.<br><br>2.1(b) <u>Statements made During Negotiation Process</u>. The factual statements made in writing by both parties in negotiating this Agreement, were true and correct in all material respects at the time.  A violation or breach of this subsection shall not be a basis for termination, rescission or other equitable relief, and, instead shall only give rise to a claim for damages.<br><br>2.2 <u>ICANN's Representations and Warranties</u>.<br><br>2.2(a) <u>Organization; Due Authorization and Execution</u>. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement | The 2007 agreement removes the insurance requirement, funding requirement and marketing requirement.<br><br>The restrictions on mergers has been simplified to restrict GNR from acquiring a 15% or greater ownership stake in any ICANN accredited registrar.<br><br>The 2007 agreement has added a provision for the truth and correctness of statements |

| Term | 2001 | 2007 | Comments |
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| | Additional Covenants Of Global Name Registry<br><br>1. Ownership Structure<br><br>The Global Name Registry, Ltd. ("GNR") is a wholly owned subsidiary of GNR Ltd., a private limited company incorporated in England and Wales under the Company No 03895286.<br><br>2. Insurance<br><br>GNR shall acquire, prior to the Effective Date, at least US $10,000,000 in comprehensive general liability insurance from a reputable insurance provider with an A.M. Best rating of "A" or better and shall maintain insurance meeting these requirements throughout the Term of this Agreement.<br><br>3. Limitations on Merger, Consolidation or Reorganization<br><br>During the Term of this Agreement, GNR shall not: (1) merge, consolidate or reorganize into or with a Registry Operator for a TLD which has more than 10,000,000 Registered Names under management, or any of its affiliates; or (2) sell or otherwise transfer all of its assets or stock to a Registry Operator for a TLD which has more than 10,000,000 Registered Names under management, or any of its affiliates. GNR may merge, consolidate or otherwise reorganize into or with a (1) Registry Operator which has less than 10,000,000 Registered Names under management, | has been duly and validly executed and delivered by ICANN.<br><br>Section 7: Special Provisions:<br><br>7.1(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar. | made by the parties during negotiations. |

| Term | 2001 | 2007 | Comments |
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| | or (2) a domain name registrar, only upon the express written consent of ICANN, which consent may not be unreasonably withheld or delayed. In considering whether to give consent, ICANN may consider Concepts 3, 5 and 6 stated in Appendix U.<br><br>4. Funding Commitment<br><br>GNR shall ensure it obtains a minimum of US $7,500,000 in funding. Such funds will be restricted solely for GNR's activities in building and operating the Registry TLD through the date that is one year following the Commencement-of-Services Date.<br><br>5. Marketing Commitment<br><br>GNR shall make available for marketing the Registry Services and the .name TLD the entire fund generated from the Cooperative Marketing Fund Program described in Section 10 of Appendix J. | | |
| Traffic Data | Not present in 2001 agreement. | 3.1(f) Traffic Data. Nothing in this Agreement shall preclude Registry Operator from making commercial use of, or collecting, traffic data regarding domain names or non-existent domain names for purposes such as, without limitation, the determination of the availability and health of the Internet, pinpointing specific points of failure, characterizing attacks and misconfigurations, identifying compromised networks and hosts and promoting the sale of domain names, provided however, that such use does not permit Registry Operator to disclose domain name registrant | This provision in the 2007 agreement, which is also contained in the 2006 renewal registry agreements for .biz, .info and .org, |

| Term | 2001 | 2007 | Comments |
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| | | or end-user information or other Personal Data as defined in Section 3.1(c)(ii) that it collects through providing domain name registration services for any purpose not otherwise authorized by this agreement. In this regard, in the event the TLD registry is a "thick" registry model, the traffic data that may be accessible to and used by Registry Operator shall be limited to the data that would be accessible to a registry operated under a "thin" registry model.  The process for the introduction of new Registry Services shall not apply to such traffic data.  Nothing contained in this section 3.1(f) shall be deemed to constitute consent or acquiescence by ICANN to an introduction by Registry Operator of a service employing a universal wildcard function. To the extent that traffic data subject to this provision is made available, access shall be on terms that are nondiscriminatory. | allows GNR limited commercial use of domain name traffic data. |
| Procedures for Establishment or Revision of Specifications and Policies | Registry Operator's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registry Operator shall comply, in its provision of Registry Services, on the schedule provided in Subsection 4.5, with<br><br>4.1.1. new or revised specifications (including forms of agreement to which Registry Operator is a party) and policies established by ICANN as Consensus Policies in the manner described in Subsection 4.3,<br><br>4.1.2. in cases where:<br><br>4.1.2.1. this Agreement expressly provides for | 3.1(a) Preserve Security and Stability.<br><br>ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In | The Temporary Specifications and Consensus Policies provisions in the proposed 2007 agreement have been reformed to standarize these provisions across all |

| Term | 2001 | 2007 | Comments |
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| | compliance with revised specifications or policies established in the manner set forth in one or more subsections of this Section 4; or<br><br>4.1.2.2. the specification or policy concerns one or more topics described in Subsection 4.2.<br><br>4.2. <u>Topics for New and Revised Specifications and Policies</u>. New and revised specifications and policies may be established on the following topics:<br><br>4.2.1. issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, technical reliability, and/or operational stability of Registry Services, the DNS, or the Internet;<br><br>4.2.2. functional and performance specifications for the provision of Registry Services;<br><br>4.2.3. safety and integrity of the Registry Database;<br><br>4.2.4. procedures to avoid disruptions of registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving Registered Names affected by such a suspension or termination;<br><br>4.2.5. resolution of disputes regarding whether particular parties may register or maintain | establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.<br><br>3.1(b) <u>Consensus Policies</u>.<br><br>3.1(b)(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at http://www.icann.org/general/consensus-policies.htm, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below. | TLDs. |

| Term | 2001 | 2007 | Comments |
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| | registration of particular domain names;<br><br>4.2.6. principles for allocation of Registered Names (e.g., first-come/first-served, timely renewal, holding period after expiration);<br><br>4.2.7. prohibitions on warehousing of or speculation in domain names by registries or registrars;<br><br>4.2.8. maintenance of and access to accurate and up-to-date contact information for domain-name registrants;<br><br>4.2.9. reservation of Registered Names that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and<br><br>4.2.10. registry policies reasonably necessary to implement Consensus Policies relating to registrars. | 3.1(b)(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.<br><br>3.1(b)(iii) For all purposes under this Agreement, the policies identified at http://www.icann.org/general/consensus-policies.htm shall be treated in the same manner and have the same effect as "Consensus Policies."<br><br>3.1(b)(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use | |

| Term | 2001 | 2007 | Comments |
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| | | of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:<br><br>3.1(b)(iv)(A) -principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);<br><br>3.1(b)(iv)(B) -prohibitions on warehousing of or speculation in domain names by registries or registrars;<br><br>3.1(b)(iv)(C) -reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);<br><br>3.1(b)(iv)(D) -maintenance of and access to accurate and up-to-date information concerning domain name registrations;<br><br>3.1(b)(iv)(E) -procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and<br><br>3.1(b)(iv)(F) -resolution of disputes regarding whether particular parties may register or maintain | |

| Term | 2001 | 2007 | Comments |
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| | | registration of particular domain names.<br><br>3.1(b)(v) -In addition to the other limitations on Consensus Policies, they shall not:<br><br>3.1(b)(v)(A) -prescribe or limit the price of Registry Services;<br><br>3.1(b)(v)(B) -modify the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability (set forth below) and the standards applied by ICANN;<br><br>3.1(b)(v)(C) -for two years following the Effective Date, modify the procedure for the consideration of proposed Registry Services;<br><br>3.1(b)(v)(D) -modify the terms or conditions for the renewal or termination of this Agreement;<br><br>3.1(b)(v)(E) -modify ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c);<br><br>3.1(b)(v)(F) -modify the limitations on Temporary Specifications or Consensus Policies;<br><br>3.1(b)(v)(G) -modify the definition of Registry Services;<br><br>3.1(b)(v)(H) -modify the terms of Sections 7.2 below; or<br><br>3.1(b)(v)(I) -alter services that have been implemented pursuant to Section 3.1(d) of this Agreement (unless justified by compelling and just | |

| Term | 2001 | 2007 | Comments |
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| | | cause based on Security and Stability.<br><br>3.1(b)(vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Polices or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement. | |
| Data Escrow | Data Escrow. Registry Operator shall periodically deposit into escrow all Registry Data in an electronic format. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as established by ICANN from time to time. The initial schedule, content, format, and procedure shall be as set forth in Appendix R. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. The escrow shall be | 3.1(c)(i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC related key material (if Registry Operator implements DNSSEC); (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, | The data escrow provision in the 2007 agreement outlines the frequency of deposits and defines the types registry data that is required to be deposited in escrow. |

| Term | 2001 | 2007 | Comments |
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| | held under an agreement, substantially in the form of Appendix S, among ICANN, Registry Operator, and the escrow agent. In the event that, after a good-faith search by ICANN and Registry Operator, no mutually approved escrow agent agrees to the terms of Appendix S, ICANN and Registry Operator shall, in conjunction with a mutually approved escrow agent, negotiate in good faith for a substitute escrow agreement. | referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) the DNSSEC-related material necessary to sign the .name zone (e.g., public and private portions of .name zone key-signing keys and zone-signing keys)(if Registry Operator implements DNSSEC). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment | |

| Term | 2001 | 2007 | Comments |
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| | | of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent. | |
| Monthly Reporting | Monthly Reports on Registry Operations. Within twenty days after the end of each month during the Term of this Agreement, Registry Operator shall provide ICANN a written report, giving information specified by ICANN, on operation of the registry during the month. The initial specification of information is set forth in Appendix T. Changes to that specification may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. | 3.1(c)(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit. | The 2007 agreement added Audit rights for ICANN on data provided in monthly reports |
| ICANN's obligations | General Obligations of ICANN. With respect to all matters that affect the rights, obligations, or role of Registry Operator, ICANN shall during the Term of this Agreement:<br><br>2.1.1. exercise its responsibilities in an open and transparent manner;<br><br>2.1.2. not unreasonably restrain competition and, | 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:<br><br>3.2(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.<br><br>3.2(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices | The 2007 agreement adds obligations for ICANN in the event that it sets a policy with regard to an |

| Term | 2001 | 2007 | Comments |
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| | to the extent feasible, promote and encourage robust competition;<br><br>2.1.3. not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause; and<br><br>2.1.4. ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registry Operator, to the extent it is adversely affected by ICANN standards, policies, procedures or practices.<br><br>Recognition in Authoritative Root-Server System. During the Term of this Agreement, Registry Operator may, by notifying ICANN, request (a) delegation of the Registry TLD to specified DNS nameservers and (b) changes in that delegation. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. The initial format and technical requirements are set forth in Appendix A. Changes to the format and technical requirements may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within five business days of the | arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.<br><br>3.2(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will use best efforts to ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.<br><br>3.2(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.<br><br>3.2(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN. | authoritative root server system.<br><br>The nameserver changes and publication of root zone information have been simplified in the 2007 agreement. |

| Term | 2001 | 2007 | Comments |
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| | submission.<br><br>2.4. <u>Recognition in the Root-Zone Contact Database</u>. To the extent ICANN publishes contact data regarding TLDs, during the Term of this Agreement it will show the Registry TLD's operator as Registry Operator and the Registry TLD's administrative and technical contacts as requested from time to time by Registry Operator. Any such request must be made in a format, include the elements of contact data, and otherwise meet technical requirements, specified from time to time by ICANN. The initial requirements for these requests are set forth in Appendix B. Changes to the requirements for requests may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. | | |
| Term/Expiration | <u>Expiration of this Agreement</u>.<br><br>5.1.1. The initial Expiration Date shall be five years after the Commencement-of-Service Date, except that, in the case of a TLD not delegated within the Authoritative Root-Server System on the Effective Date, the initial Expiration Date shall be five years after the end of the Ramp-Up Period. The Expiration Date may be extended as provided in Section 5.1.2.<br><br>5.1.2. The initial Expiration Date shall be extended by one year in the event that, on the date one year before the initial Expiration Date, Registry Operator has under management within the | 4.1 <u>Term</u>. The initial term of this Agreement shall expire on 30 June 2013, the "Expiration Date," as extended by any renewal terms. | Expiration clause has been removed and replaced by a simplified Term clause. |

| Term | 2001 | 2007 | Comments |
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| | Registry TLD at least 19,827,980 Registered Names. | | |
| Renewal | <u>Procedure for Subsequent Agreement</u>.<br><br>5.2.1. Registry Operator may, no later than eighteen months prior to the initial Expiration Date, submit a written proposal to ICANN for the extension of this Agreement for an additional term (the "Renewal Proposal"). The Renewal Proposal shall contain a detailed report of the Registry Operator's operation of the Registry TLD and include a description of any additional Registry Services, proposed improvements to Registry Services, or changes in price or other terms of service. ICANN shall provide an initial response to the Renewal Proposal within thirty days of receiving it and, during a period of at least six months after receiving the Renewal Proposal, ICANN shall consider the Renewal Proposal and meet with Registry Operator to discuss the Renewal Proposal, but the decision whether to accept the Renewal Proposal shall be in ICANN's sole discretion.<br><br>5.2.2. Only after the six-month period described in Subsection 5.2.1 may ICANN call for competing proposals from potential successor registry operators for the Registry TLD. Registry Operator shall be eligible, to the same extent as similarly situated entities, to submit a proposal to such a call. To the extent that the Renewal Proposal demonstrates (i) substantial service in the interests of the Internet community, (ii) enhancement of competition for registration services, and (iii) | 4.2 <u>Renewal</u>. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred: (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 most reasonably comparable gTLDs (provided however that if less than five gTLDs are reasonably comparable, then comparison shall be made with such lesser number, and [.biz, .com, info, .net and .org] are hereby deemed comparable), renewal shall be upon terms reasonably necessary to render the terms of this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN's | The renewal proposal and supporting terms have been replaced by a simplified renewal process and the renewal expectancy is in line with other TLDs. |

| Term | 2001 | 2007 | Comments |
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| | enhancement of the utility of the DNS, such demonstration shall be among the specific factors considered in ICANN's evaluation of any competing proposals, but the choice from among competing proposals shall be in ICANN's sole discretion.<br><br>5.2.3. In the event a party other than the Registry Operator is selected as the successor registry operator for the Registry TLD upon the expiration of this Agreement, ICANN shall require the successor registry operator to pay to Registry Operator a Registry Operator Transfer Fee equal to the difference of:<br><br>5.2.3.1 the present value, at the Expiration Date (as extended, if applicable), computed using a discount rate equal to the London Inter-Bank Offer Rate ("LIBOR") (based on the term of renewal of the successor registry operator) plus three percent per annum, of the revenue stream that would be achieved by the successor registry operator from renewal fees during the term (not taking into account any extensions) of the successor registry operator's registry agreement for Registered Names on the Expiration Date that have not been continuously under registration during the entire Base Period, assuming that the domain-name registrations are renewed at the time of their expiration for a renewal term and at annual renewal fees and rates described in the next four sentences. The assumed renewal term, fees, and rates shall be based on actual experience within the Registry TLD during a period (the | obligation to Registry Operator under Section 3.2(a), (b) and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; or the definition of Registry Services.   In addition, upon renewal, registry fees payable to ICANN may be reasonably modified so long as any increase in such fees shall not exceed the average of the percentage increase in registry fees for the five most reasonably comparable TLDs (or such lesser number as provided above) during the prior three year period. | |

| Term | 2001 | 2007 | Comments |
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| | "Benchmark Period") consisting of the eighteen months immediately prior to the Expiration Date. The assumed renewal term shall be the average total term by which registrations of Registered Names scheduled for expiration during the Benchmark Period are extended by renewal during the Benchmark Period. The assumed renewal rate shall be the percentage of names scheduled for expiration during the Benchmark Period that are extended by renewal at least once during the Benchmark Period. The assumed annual renewal fee shall be the lesser of (i) the maximum annual renewal fee that the successor registry operator may charge under its registration agreement and (ii) the average of the annual renewal fees charged by Registry Operator during the Benchmark Period; less<br><br>5.2.3.2 the present value, at the Expiration Date, computed using a discount rate equal to the LIBOR (based on the term of renewal of the successor registry operator) plus three percent per annum, of the expense stream that would result during the term (not taking into account any extensions) of the successor registry operator's registry agreement from continued registration of the registrations at the Expiration Date, with the same assumptions regarding renewal rates and terms set forth in Subsection 5.2.3.1 above. For purposes of this calculation, the annual expense of continued registration shall be assumed to be 45% of the assumed annual renewal fee stated in Subsection 5.2.3.1 above. | | |

| Term | 2001 | 2007 | Comments |
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| | 5.2.3.3 The calculation of present value shall be on a monthly basis with all renewals and expenses occurring in a given month assumed to occur at the end of the month. The Registry Operator Transfer Fee shall be paid, with interest per annum equal to the LIBOR plus three percent, from the Expiration Date, within nine months after the Expiration Date. | | |
| Dispute Resolution | Resolution of Disputes Under This Agreement. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Subsection 5.9 pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the initiation of arbitration. In all litigation involving ICANN concerning this Agreement (as provided in the remainder of this | 5.1 Resolution of Disputes.

5.1(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably | Cooperative engagement provision has been added for 2007 that provides a step for dispute resolution prior to arbitration and provision that allows the parties to seek specific performance. |

| Term | 2001 | 2007 | Comments |
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| | Subsection), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement. | designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.<br><br>5.1(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such | |

| Term | 2001 | 2007 | Comments |
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| | | litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.<br><br>5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled). | |
| Termination Provisions | 5.4. Termination by ICANN. This Agreement may be terminated before its expiration by ICANN in any of the following circumstances:<br><br>5.4.1. There was a material misrepresentation, material inaccuracy, or materially misleading statement, made with knowledge of its falsity, inaccuracy, or misleading nature or without reasonable cause to believe it was true, accurate, and not misleading, of then-existing fact or of Registry Operator's intention in its application for the Registry TLD or any written material provided to or disclosed to ICANN by the Registry Operator | 6.1 Termination by ICANN. ICANN may terminate this Agreement if and only if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); or Section 5.2 within thirty (30) calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, | Termination provisions are simplified in 2007 to provide ICANN with termination rights upon material breach of certain specified terms. |

| Term | 2001 | 2007 | Comments |
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| | in connection with the application. The foregoing shall not apply to projections or forward-looking statements (other than statements, not made in good faith, about Registry Operator's intentions) in the application or materials.<br><br>5.4.2. Registry Operator:<br><br>5.4.2.1. is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is the subject of a determination by a court of competent jurisdiction that ICANN reasonably deems as the substantive equivalent of those offenses; or<br><br>5.4.2.2. is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.<br><br>5.4.3. Any officer or director of Registry Operator is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN deems as the substantive equivalent of any of these, and such officer or director is not immediately removed in such circumstances.<br><br>5.4.4. Registry Operator fails to cure any material breach of this Agreement (other than a failure to comply with a Consensus Policy adopted by ICANN during the Term of this Agreement as to which Registry Operator has obtained a stay under | Registry Operator has failed to comply with the decision of the arbitrator or court.<br><br>6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings, and, in the event of involuntary proceedings, such proceedings are not dismissed within 60 days.<br><br>6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.3. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof including the private portions of the TLD zone key-signing keys<br><br>6.4 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.<br><br>6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by | |

| Term | 2001 | 2007 | Comments |
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| | Subsection 5.9) within fifteen business days (or such longer reasonable period as may be necessary using best efforts to cure such breach) after ICANN gives Registry Operator written notice of the breach.<br><br>5.4.5. Registry Operator's action or failure to act has been determined by arbitration under Subsection 5.9 to be in violation of this Agreement and Registry Operator continues to act or fail to act in the manner that was determined to violate this Agreement for a period stated in the arbitration decision, or if no period is stated, fifteen business days.<br><br>5.4.6. Registry Operator acts or continues acting in a manner that ICANN has reasonably determined endangers the operational stability of Registry Services, the DNS, or the Internet after receiving three days notice of that determination.<br><br>5.4.7.  Registry Operator fails to pay to ICANN the final amount of sanctions determined to be appropriate under the sanctions program described in Appendix Y within thirty days after the amount of sanctions is deemed final.<br><br>5.4.8. Registry Operator becomes bankrupt or insolvent.<br><br>This Agreement may be terminated in the circumstances described in Subsections 5.4.1 through 5.4.7 above only upon thirty calendar days written notice to Registry Operator (in the case of | Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator. | |

| Term | 2001 | 2007 | Comments |
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| | the circumstances described in Subsections 5.4.4, 5.4.5, and 5.4.6 occurring after Registry Operator's failure to cure), with Registry Operator being given an opportunity during that time to initiate arbitration under Subsection 5.9 to determine the appropriateness of termination under this Agreement. In the event Registry Operator initiates arbitration concerning the appropriateness of termination by ICANN, Registry Operator may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. If Registry Operator acts in a manner that ICANN reasonably determines endangers the operational stability of Registry Services, the DNS, or the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five calendar days pending ICANN's application for more extended injunctive relief under Subsection 5.9. This Agreement may be terminated immediately upon notice to Registry Operator in the circumstance described in Subsection 5.4.8. | | |
| Transition of Registry Services Upon Termination or Expiration of Agreement | Registry Operator acknowledges and agrees that upon the earlier of (i) the Expiration Date or (ii) termination of this Agreement by ICANN pursuant to Subsection 5.4, it will cease to be the operator of the Registry TLD unless ICANN and Registry Operator enter a new registry agreement continuing Registry Operator's status as operator | 6.3 <u>Transition of Registry upon Termination of Agreement</u>. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.3. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data | The 2007 agreement is simplified and adds the requirement that the registry operator |

| Term | 2001 | 2007 | Comments |
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| | of the Registry TLD.<br><br>5.1.4. Upon conclusion of its status as operator of the Registry TLD, Registry Operator shall make all commercially reasonable efforts to cooperate with ICANN, and with any party designated by ICANN as successor operator, to facilitate prompt and smooth transition of the operation of the Registry TLD.<br><br>5.1.5. Registry Operator acknowledges and agrees that, except as expressly provided by this Agreement, it shall not acquire any right in the Registry TLD by virtue of its operation of the Registry TLD or its provision of Registry Services hereunder. | regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof including the private portions of the TLD zone key-signing keys | provide information beyond that in the data escrow including the private portions of the TLD zone key-signing keys |
| Registry-Registrar Agreement | Fair Treatment of ICANN-Accredited Registrars.<br><br>3.5.1. Registry Operator shall provide all ICANN-Accredited Registrars that have Registry-Registrar Agreements in effect, and that are in compliance with the terms of such agreements, equivalent access to Registry Operator's Registry Services, including to its shared registration system.<br><br>3.5.2. Registry Operator shall certify to ICANN every six months, using the objective criteria set forth in Appendix H, that Registry Operator is providing all such ICANN-Accredited Registrars with equivalent access to its Registry Services, including to its shared registration system.<br><br>3.5.3. Registry Operator shall not act as a registrar with respect to the Registry TLD. This shall not | 7.1 Registry-Registrar Agreement.<br><br>7.1(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:<br><br>7.1(a)(i) All registrars (including any registrar affiliated with Registry Operator, if any) can connect to the shared registration system gateway for the TLD via | The code of conduct and the sanctions appendices referred to in the 2001 agreement have been simplified and incorporated into the base agreement (Section 4.4). |

| Term | 2001 | 2007 | Comments |
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| | preclude Registry Operator from registering names within the domain of the Registry TLD in compliance with Subsection 3.6. This also shall not preclude an affiliate of Registry Operator from acting as a registrar with respect to the Registry TLD, provided that Registry Operator complies with the provisions of Subsections 3.5.4 and 3.5.5.<br><br>3.5.4. Registry Operator shall comply with its Code of Conduct attached as Appendix I. Any changes to that Code of Conduct will require ICANN's written approval.<br><br>3.5.5. Registry Operator will ensure, in a form and through ways described in Appendix H, that the revenues and assets of Registry Operator are not utilized to advantage registrars that are affiliated with Registry Operator to the detriment of other ICANN-Accredited Registrars. The distribution of funds by Registry Operator to its debt or equity participants in accordance with their debt or equity participation shall not violate this Subsection 3.5.5.<br><br>3.5.6. With respect to its obligations under Subsections 3.5.1 through 3.5.5 and Appendices H and I, Registry Operator agrees to participate in and comply with the sanctions program described in Appendix Y, provided that all other registry operators having registry agreements with ICANN for the operation of unsponsored top-level domains (i.e. top-level domains, other than country-code and infrastructure domains, not having a sponsoring organization) are obligated to | the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;<br><br>7.1(a)(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;<br><br>7.1(a)(iii) All registrars have equivalent access to customer support personnel via telephone, e-mail and Registry Operator's website;<br><br>7.1(a)(iv) All registrars have equivalent access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;<br><br>7.1(a)(v) All registrars have equivalent access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;<br><br>7.1(a)(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and<br><br>7.1(a)(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.<br><br>Such Registry-Registrar Agreement may be revised by | |

| Term | 2001 | 2007 | Comments |
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| | participate in and comply with a sanctions program with substantially the same provisions as Appendix Y. Registry Operator agrees that the sanctions program described in Appendix Y shall be a non-exclusive and additional option for ICANN to promote compliance with Subsections 3.5.1 through 3.5.5 and Appendices H and I, and that the availability of that option does not limit or affect in any way ICANN's ability to employ any other compliance measures or remedies available under this Agreement. In the event that the gTLD Constituency of the Domain Name Supporting Organization proposes a substitute Appendix Y at any time prior to 1 May 2002, and ICANN determines (following an appropriate process of public notice and comment) that substitution by that Appendix Y would serve the interests of the Internet community, the substitution shall be made. | Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.<br><br>7.1(b) <u>Registry Operator Shall Not Act as Own Registrar</u>. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.<br><br>4.4 <u>Failure to Perform in Good Faith</u>. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances. | |
| Changes [to the Agreement] | A provision outlining the process for making changes to the base agreement were incorporated into the 2007 agreement. | | |
| Bulk Zone File Access | No substantive differences between 2001 agreement and 2007 agreement. | | |
| Registration Restrictions | No substantive differences between 2001 agreement and 2007 agreement. | | |
| Functional and Performance | In the 2007 agreement the functional and performance specifications were consolidated into one provision and simplified. | | |

| Term | 2001 | 2007 | Comments |
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| Specification | | | |
| Fees paid to ICANN | A summary of the fees applicable to the 2007 agreement can be found in the table above. | | |
| Fee Caps | For the 2007 proposed agreement, this is addressed in Section 7.3 – Pricing for Domain Name Registrations and Registry Services | | |
| [No] Rights in Data | The rights in data provision was moved to the termination section of the proposed 2007 agreement (see above) with no substantive changes. | | |
| Indemnification Provisions | Indemnification of Registry Operator has been removed for the 2007 agreement. | | |
| [Compliance with existing] Consensus Policies | The 2007 GNR Registry Agreement has an updated and simplified consensus policies provision. The Consensus Policies section in the 2007 agreement is an outline with web links to the full text, whereas the 2001 agreement provided a list of relevant policies. | | |
| [Protection of] Personal Data | No substantive differences between 2001 agreement and 2007 agreement. | | |
| Registrations Not Sponsored by Registrars Under Registry-Registrar Agreements | This provision was not included in the 2007 agreement, see, however Appendix 6 to proposed 2007 renewal registry agreement. | | |
| Pricing Adjustments Arising from New or Adjusted Specifications or Policies. | This provision, as well as Appendix G, are not included in the 2007 agreement. | | |

| Term | 2001 | 2007 | Comments |
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| Limitation of Liability | No material differences between 2001 agreement and 2007 agreement. | | |
| Miscellaneous Terms | Compliance with Laws provision has been added to the 2007 agreement. There no other substantive changes. | | |
| Appendices | A. Format and Technical Requirements for Requests to Change TLD Nameservers<br>B. Format and Technical Requirements for Requests to Change TLD Contact Information<br>C. **Functional Specifications**<br>D. **Performance Specifications**<br>E. **Service-Level Agreement**<br>F. **Registry-Registrar Agreement**<br>G. Fees for Registry Services<br>H. Equivalent Access Certification<br>I. Registry Code of Conduct<br>J. Start-Up Plan<br>K. **Names Reserved from Registration**<br>L. Registration Restrictions<br>M. Enforcement of Registration Restrictions<br>N. TLD Zone-File Access Agreement<br>O. **Whois Specification—Public Whois**<br>P. Whois Data Specification—Independent Whois Provider<br>Q. Whois Data Specification—ICANN | 1. Data Escrow Specification<br>2. Data Escrow Agreement<br>3. Zone File Access Agreement<br>4. Monthly Registry Report<br>5. Whois Specifications<br>6. Schedule of Reserved Names<br>7. Functional and Performance Specifications<br>8. Registry-Registrar Agreement<br>9. Approved Services<br>10. Service Level Agreement<br>11. Registration Restrictions | Certain Appendices have been removed for 2007 and the "Approved Services" appendix has been added. (Those in bold have been kept for 2007) |

| Term | 2001 | 2007 | Comments |
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| | R.  **Data Escrow Specification**<br><br>S.  **Data Escrow Agreement**<br><br>T.  **Monthly Registry Reports**<br><br>U.  Proof-of-Concept Reports<br><br>V.  Initial Consensus Policies<br><br>W.  Additional Covenants<br><br>X.  Registry Operator's Domain Names<br><br>Y.  Sanctions Program | | |

The following table contains a summary of the operative terms of the appendices attached to the 2007 .name Registry Agreement.

| Appendix | Comments |
|---|---|
| 1 -4 | No material changes from the form ICANN appendices used for other gTLD renewal agreements. |
| 5 – Whois Specification | The Whois Specifications have been tailored to GNR, as appropriate. |
| 6 – List of Schedule of Reserved Names | The GNR agreement contains third-level reservations for registry operators; a list of reserved names that are specific to ".name"; and a list of names that will remain with GNR in the event of reassignment. |
| 7 – Functional and Performance Specifications | Service level descriptions are condensed and simplified for the GNR agreement compared to other gTLD agreements.<br><br>The GNR agreement has more lenient requirements for service (i.e., Service Availability and planned outage duration) than certain other gTLDs. |
| 8 – Registry-Registrar Agreement | A Registration Fees Exhibit has been added to the GNR agreement.<br><br>GNR is required to use two-way SSL protocol and shall not provide identical registrar-generated authorization codes for domain names registered by different registrants with the same registrar.<br><br>The confidentiality obligation for GNR is 2 years from the termination or expiration of the agreement.<br><br>The term of the GNR agreement is 2 years with automatic 2 year renewals. |
| 9 – Approved Services | ICANN has approved for GNR the use of two-character names for third-level registrations and SLD email addresses only. |
| 10 – Service Level Agreement | The service level commitments are specifically tailored to the services provided by GNR. |
| 11 - .name Registration Restrictions | Provisions from appendices L and M from the 2001 .name registry agreement; reflects restricted nature of the .name gTLD. |