

**Summary of Changes to the Registrar Accreditation Agreement (RAA)
ICANN proposed Draft 2012 RAA in comparison to the 2009 RAA**

Section	Revised Language	Explanation
Preamble	This REGISTRAR ACCREDITATION AGREEMENT (this "Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation ("ICANN"), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____, at Los Angeles, California, USA.	Addition of ICANN acronym in place of former Section 1.5.
1.1	"Aeeredit Accredited " or "Accreditation" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.	Clarification that definition relates to terms in its other forms.
1.2	"Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the person or entity specified.	Addition to provide for new defined term used in the Agreement.
1.3	"Affiliated Registrar" is another accredited registrar that is an Affiliate of Registrar.	Addition to provide for new defined term used in the Agreement.
1.4	"Consensus Policy" has the meaning set forth in the Consensus Policies and Temporary Policies Specification attached hereto.	Addition to provide for new defined term used in the Agreement.
1.5	"Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.	Addition to provide for new defined term used in the Agreement.
1.5 (former)	"ICANN" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.	Deletion to account for move of term to Preamble.
1.9	"gTLD" or "gTLDs" refers to the top-level domain(s) of the DNS delegated by ICANN pursuant to a registry agreement that is in full force and effect, other than any country code TLD (ccTLD) or internationalized domain name (IDN) country code TLD.	Addition to provide for new defined term used in the Agreement.
1.10	"gTLD Zone-File Data" means all data contained in a DNS zone	Move of former 1.19

	<u>file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.</u>	to account for use of term “gTLD” instead of “TLD”.
1.11	<u>“Illegal Activity” means conduct involving use of a Registered Name sponsored by Registrar that is prohibited by applicable law and/or exploitation of Registrar’s domain name resolution or registration services in furtherance of conduct involving the use of a Registered Name sponsored by Registrar that is prohibited by applicable law.</u>	Addition to provide for new defined term used in the Agreement.
1.12	"Registered Name" refers to a domain name within the domain of a TLD that is the subject of an appendix to this Agreement <u>gTLD</u> , whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a TLD <u>gTLD</u> Registry Operator (or an affiliate <u>Affiliate or subcontractor thereof</u> engaged in providing Registry Services) maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).	Revision to account for removal of appendix process to add new gTLDs. (See Section 2.1)
1.9 (former)	The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement.	Deletion to account for defined term in Preamble.
1.16	"Registrar Services" means <u>the services subject to this Agreement</u> provided by a registrar in connection with a TLD as to which it has an agreement with the TLD's Registry Operator <u>gTLD</u> , and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.	Revision clarifies that term applies to services subject to this Agreement and not services unrelated to gTLDs
1.17	"Registry Data" means all Registry Database data maintained in electronic form, and shall include TLD <u>gTLD</u> Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.	Revision to clarify that RAA pertains only to gTLDs.
1.19	A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific TLD <u>gTLD</u> .	Revision to clarify that RAA pertains only to gTLDs.
1.20	"Registry Services," with respect to a particular TLD <u>gTLD</u> ,	Revision to clarify

	shall have the meaning defined in the agreement between ICANN and the Registry Operator for that TLD <u>gTLD</u> .	that RAA pertains only to gTLDs.
1.21	A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses accreditation <u>Accreditation</u> , in accordance with then-current ICANN specifications and policies.	Revision to account for defined term.
1.22	<u>A "Reseller" is a person or entity that participates in Registrar's distribution channel for domain name registrations (a) pursuant to an agreement, arrangement or understanding with Registrar or (b) with Registrar's actual knowledge, provides some or all Registrar Services, including collecting registration data about Registered Name Holders, submitting that data to Registrar, or facilitating the entry of the registration agreement between the Registrar and the Registered Name Holder.</u>	Addition to provide for new defined term used in this Agreement. (See Section 3.12)
1.24	<u>"Whois Specification" means the Registration Data Directory Service (Whois) Specification attached hereto, as updated by ICANN from time to time in accordance with this Agreement.</u>	Addition to reflect the addition of a new specification relating to Whois.
1.18 (former)	A "TLD" is a top-level domain of the DNS.	Deletion due to refinement of term at new Section 1.9
1.19 (former)	"TLD Zone File Data" means all data contained in a DNS zone file for the registry, or for any subdomain for which Registry Services are provided and that contains Registered Names, as provided to nameservers on the Internet.	Deletion due to refinement of term at new Section 1.10.
1.20 (former)	"Affiliated Registrar" is another ICANN-accredited registrar that operates under a common controlling interest.	Deletion to remove outdated term.
2.1	Accreditation. During the Term of this Agreement <u>and subject to the terms and conditions of this Agreement</u> , Registrar is hereby accredited <u>Accredited</u> by ICANN to act as a registrar (including to insert and renew registration of Registered Names in the Registry Database) for the TLD(s) that are the subject of appendices to this Agreement according to Subsection 5.5. Notwithstanding the above and except in the case of a good faith disagreement concerning the interpretation of this Agreement, ICANN may, following notice to Registrar, suspend Registrar's ability to create new Registered Names or initiate inbound transfers of Registered Names for one or more TLDs for up to a twelve (12) month period if (i) ICANN has given notice to Registrar of a breach that is fundamental and material to this Agreement pursuant to Subsection 5.3.4 and Registrar has not cured the breach within the period for cure prescribed by Subsection 5.3.4, or (ii) Registrar shall have been repeatedly and	Revision to provide for removal of individual gTLD appendix process, rather than an application and appendix approval process.

	willfully in fundamental and material breach of its obligations at least three (3) times within any twelve (12) month period. <u>gTLDs.</u>	
2.2	Registrar Use of ICANN Name <u>and, Website and Trademarks.</u> ICANN hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement (a) to state that it is accredited <u>Accredited</u> by ICANN as a registrar for each TLD that is the subject of an appendix to this Agreement <u>gTLDs,</u> and (b) to link to pages and documents within the ICANN web site <u>website.</u> <u>Subject to the terms and conditions set forth in the Logo License Specification attached hereto, ICANN hereby grants to Registrar a non-exclusive, worldwide right and license to use the Trademarks (as defined in the Logo License Specification).</u> No other use of ICANN's name or, website <u>or Trademarks</u> is licensed hereby. This license may not be assigned or sublicensed by Registrar <u>to any other party, including, without limitation, any Affiliate of Registrar or any Reseller.</u>	Clarification of the rights with respect to and limitations on the use of ICANN's marks.
2.4	<u>Use of ICANN Accredited Registrars.</u> In order to promote competition in the registration of domain names, and in recognition of the value that ICANN- accredited <u>Accredited</u> registrars bring to the Internet community, ICANN has ordinarily required gTLD registries under contract with ICANN to use ICANN- accredited <u>Accredited</u> registrars, and ICANN will during the course of this agreement abide by any ICANN adopted specifications or policies requiring the use of ICANN- accredited <u>Accredited</u> registrars by gTLD registries.	Revision to account for defined term.
3.1	<u>Obligations to Provide Registrar Services.</u> During the Term of this Agreement, Registrar agrees that it will operate as a registrar for each TLD for which it is accredited by ICANN <u>one or more gTLDs</u> in accordance with this Agreement.	Revision to account for removal of individual gTLD appendix process.
3.2.1	3.2.1 As part of its registration of Registered Names in a TLD as to which it is accredited <u>gTLD</u> , Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the TLD <u>gTLD</u> the following data elements: 3.2.1.1 The name of the Registered Name being registered; 3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name; 3.2.1.3 The corresponding names of those nameservers; 3.2.1.4 Unless automatically generated by the	Revision to account for removal of individual gTLD appendix process for new gTLDs, and provide for ICANN's approval of any alterations of the data requirements.

	<p>registry system, the identity of the Registrar;</p> <p>3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and</p> <p>3.2.1.6 Any other data the Registry Operator requires be submitted to it.</p> <p>The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.2.1.1 through 3.2.1.6 <u>as agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements</u> applicable to that TLD;<u>gTLD.</u> in that<u>which</u> event, the substitute language<u>alternative required data elements</u> shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular TLD<u>gTLD.</u></p>	
<p>3.2.2</p>	<p>Within five (5) business days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name that Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by, the <u>relevant</u> Registry Operator.</p>	<p>Typographical clarifications.</p>
<p>3.2.3</p>	<p>In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure or a change in the designated Registry Operator, within ten (10) days of any such request by ICANN, Registrar shall submit an electronic database containing the data elements listed in Subsections 3.2.1.1 through 3.2.1.6 for all active records in the registry sponsored by Registrar, in a format specified by ICANN, to the Registry Operator for the appropriate TLD<u>gTLD.</u></p>	<p>Revision to clarify that RAA pertains only to gTLDs.</p>
<p>3.3.1</p>	<p>At its expense, Registrar shall provide an interactive web page and a port 43 Whois service <u>(each accessible via both IPv4 and IPv6)</u> providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited<u>any gTLD.</u> The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy. Until ICANN otherwise specifies by means of an ICANN adopted specification or policy, this data shall consist of the following elements as contained in Registrar's database:</p> <p>3.3.1.1 The name of the Registered Name;</p> <p>3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;</p> <p>3.3.1.3 The identity of Registrar (which may be</p>	<p>Clarification that Whois service must be accessible by both IPv4 and IPv6.</p> <p>Revision to account for removal of individual gTLD appendix process, and provide for ICANN's approval of any alterations of the data requirements.</p>

	<p>provided through Registrar's website);</p> <p>3.3.1.4 The original creation date of the registration;</p> <p>3.3.1.5 The expiration date of the registration;</p> <p>3.3.1.6 The name and postal address of the Registered Name Holder;</p> <p>3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and</p> <p>3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.</p> <p>The appendix to this Agreement for a particular TLD may state substitute language for Subsections 3.3.1.1 through 3.3.1.8 <u>as agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements</u> applicable to that TLD:gTLD in that<u>which</u> event, the substitute language<u>alternative required data elements</u> shall replace and supersede Subsections 3.3.1.1 through 3.3.1.8 stated above for all purposes under this Agreement but only with respect to that particular TLD:gTLD.</p>	
<p>3.3.4</p>	<p>Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 that requires registrars to cooperatively implement a distributed capability that provides query-based Whois search functionality across all registrars. If the Whois service implemented by registrars does not in a reasonable time provide reasonably robust, reliable, and convenient access to accurate and up-to-date data, the Registrar shall abide by any ICANN specification or policy established as a Consensus Policy according to Section 4 requiring Registrar, if reasonably determined by ICANN to be necessary (considering such possibilities as remedial action by specific registrars), to supply data from Registrar's database to facilitate the development of a centralized Whois database for the purpose of providing comprehensive Registrar Whois search capability.</p>	<p>Revision to account for the addition of the defined term "Consensus Policy" and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.</p>
<p>3.3.5</p>	<p>In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by policy established by ICANN. Unless and until ICANN establishes a different policy according to Section 4 <u>Consensus Policy</u>, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a)</p>	<p>Revision to account for the addition of the defined term "Consensus Policy" and the Consensus Policy Specification, which clarifies the</p>

	<p>allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations.</p>	<p>procedure for the adoption and scope of Consensus Policy topics.</p>
<p>3.3.9</p>	<p><u>Registrar shall meet or exceed the requirements set forth in the Whois Specification.</u></p>	<p>Revision to account for incorporation of Whois Specification, which sets forth Whois-related requirements and obligations.</p>
<p>3.4.1</p>	<p>During the Term of this AgreementFor each Registered Name sponsored by Registrar within a gTLD, Registrar shall <u>collect and securely</u> maintain, <u>in</u> its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD for which it is accredited.</p> <p><u>3.4.1.1</u> the data specified in the Data Retention Specification attached hereto for the period specified therein;</p> <p><u>3.4.1.2</u> The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8;</p> <p><u>3.4.1.3</u> the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and</p> <p><u>3.4.1.4</u> any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2. Also, Registrar shall either (1) include in; and</p> <p>the database<u>3.4.1.5</u>the name and postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service, <u>in each case</u>, offered or made available by Registrar, <u>its Affiliates</u> or its affiliate companies<u>Resellers</u> in connection with each registration or (2) display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed.</p>	<p>Revision to clarify that RAA pertains only to gTLDs. Addition to account for Data Retention Specification.</p> <p>Clarification that 3.4.5.1 extends to services offered by Registrar’s resellers.</p> <p>Deletion of option for Registrars to provide notice that licensee information is not being escrowed. Escrow of licensee information is required.</p>
<p>3.4.2</p>	<p>During the Term of this Agreement and for threetwo <u>(32)</u> years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry</p>	<p>Revision to align agreement with law enforcement’s recommendation to</p>

	Operator(s) and Registered Name Holders:	require data retention for only 2 years.
3.4.2.3	In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and , amounts, <u>form of payment, credit card numbers (if available) and unique transaction identification numbers, associated with</u> all payments and refunds.	Revision in response to law enforcement's recommendation to expand data requirements.
3.4.3	During the Term of this Agreement and for threetwo (32) years thereafter, Registrar shall make these records available for inspection and copying by ICANN upon reasonable notice. ICANN shall not disclose the content of such records except as expressly <u>required by applicable law or a Consensus Policy or as otherwise</u> permitted by an ICANN specification or policy.	Revision in response to law enforcement's recommendation to require data retention for 2 years.
3.4.4	Notwithstanding any other requirement in this Agreement <u>or the Data Retention Specification</u> , Registrar shall not be obligated to maintain records relating to a domain registration beginning on the date threetwo (32) years following the domain registration's deletion or transfer away to a different registrar.	Revision to reflect the addition of a Data Retention Specification and in response to law enforcement's recommendation to require data retention for 2 years.
3.5	<u>Rights in Data.</u> Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each FLD <u>gTLD</u> for which it is aeereditied <u>Accredited</u> . Registrar does not disclaim rights in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each FLD <u>gTLD</u> for which it is aeereditied <u>Accredited</u> , and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change in sponsorship from Registrar of any Registered Name in a-FLD <u>each gTLD</u> for which it is aeereditied <u>Accredited</u> , Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar also retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any ICANN specifications or policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection <u>3.5</u> .	Revisions to clarify that RAA pertains only to gTLDs and reflect defined term.
3.6	<u>Data Escrow.</u> During the Term of this Agreement, on a	Revision to account

	<p>schedule, under the terms, and in the format specified by ICANN, Registrar shall submit an electronic copy of the database<u>data</u> described in Subsection 3.4.1<u>Subsections 3.4.1.2 through 3.4.1.5</u> to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN, such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN, and the escrow agent (if any) providing that (1) the data shall be received and held in escrow, with no use other than verification that the deposited data is complete, consistent, and in proper format, until released to ICANN; (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN's rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.</p>	<p>for more specific cross-reference.</p>
<p>3.7.6</p>	<p>Registrar shall not insert or renew any Registered Name in any <u>gTLD</u> registry for which Registrar is accredited by ICANN in a manner contrary to an ICANN policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal.</p>	<p>Revision to account for removal of individual gTLD appendix process.</p>
<p>3.7.7</p>	<p>Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the following provisions (except<u>set forth in Subsections 3.7.7.1 through 3.7.7.12. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, provided that Registrar may be the Registered Name Holder</u> for domains registered by the Registrar for the purpose of conducting its Registrar Services where the Registrar is also the Registered Name Holder, in which case the Registrar shall submit to the following provisions <u>set forth in Subsections 3.7.7.1 through 3.7.7.12</u> and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and ICANN policies established according to this Agreement);.</p>	<p>Clarification of registration agreement requirements.</p> <p>Clarification that Registrar cannot enter into a registration agreement with itself, provided that Registrar may be the Registered Name Holder under certain conditions.</p>
<p>3.7.8</p>	<p><u>Registrar shall comply with the Whois accuracy program as specified in the Whois Accuracy Program Specification to this Agreement. In addition,</u> Registrar shall abide by any specifications or policies established according to Section 4<u>Consensus Policy</u> requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that</p>	<p>Addition to account for the creation of the Whois accuracy program, as detailed in the Whois Accuracy Program Specification, in response to law enforcement's recommendations.</p>

	<p>claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.</p>	
3.7.9	<p>Registrar shall abide by any <u>Consensus Policy or other</u> ICANN adopted specifications or policies<u>specification or policy</u> prohibiting or restricting warehousing of or speculation in domain names by registrars.</p>	<p>Revision to account for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.</p>
3.8	<p><u>Domain-Name Dispute Resolution.</u> During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by ICANN under Section 4<u>ICANN adopts an alternative Consensus Policy or other policy or specification with respect to the resolution of disputes concerning Registered Names,</u> Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy (<u>“UDRP”</u>) identified on ICANN's website (www.icann.org/general/consensus-policies.htm).</p>	<p>Revision to account for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.</p>
3.9	<p>3.9 <u>Accreditation Fees.</u> As a condition of accreditation<u>Accreditation</u>, Registrar shall pay accreditation<u>Accreditation</u> fees to ICANN. These fees consist of yearly and variable fees.</p> <p>3.9.1 Yearly Accreditation Fee. Registrar shall pay ICANN a yearly accreditation<u>Accreditation</u> fee in an amount established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation. This yearly accreditation<u>Accreditation</u> fee shall not exceed US\$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN, provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.</p> <p>3.9.2 Variable Accreditation Fee. Registrar shall pay the variable accreditation<u>Accreditation</u> fees established by the ICANN Board of Directors, in conformity with ICANN's bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of</p>	<p>Revision to account for defined term.</p> <p>Clarification that accreditation fees are exclusive of tax.</p>

	<p>this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN.</p> <p>3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 5-117.6 of this Agreement. On reasonable notice given by ICANN to Registrar, accountings submitted by Registrar shall be subject to verification by an audit of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).</p> <p><u>3.9.4 The Accreditation fees due under this Agreement are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, turnover, services, use and value-added taxes) that are imposed by or under the authority of any government or any political subdivision thereof on the Accreditation fees for any services, software and/or hardware shall be borne by Registrar and shall not be considered a part of, a deduction from, or an offset against such Accreditation fees. All payments due to ICANN shall be made without any deduction or withholding on account of any tax, duty, charge, or penalty except as required by applicable law, in which case, the sum payable by Registrar 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, ICANN receives (free from any liability with respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.</u></p>	
3.10	<p><u>Insurance.</u> Registrar shall maintain in force commercial general liability insurance <u>or similar liability insurance as specified by ICANN</u> with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term<u>Term</u> of this Agreement.</p>	Clarification to account for general liability insurance equivalents existing in other regions.
3.11.2	<p>Affiliated Registrar has not initiated arbitration challenging ICANN's right to terminate the Affiliated Registrar's accreditation agreement under Section 5-65.8 of this Agreement, or has initiated such arbitration and has not prevailed;</p>	Correction for change in underlying cross-reference.
3.12	<p>Obligations of Third Party Resellers. If Registrar enters into an agreement with a reseller<u>Related to Provision of Registrar Services to provide by Third Parties. Registrar shall ensure that</u></p>	Revisions provide that Registrar is ultimately

	<p><u>provision of Registrar Services ("Reseller"), such agreement must include at least the following provisions: for all Registered Names that Registrar sponsors will be performed in compliance with all obligations under this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its Resellers. Such written agreements must not contain terms that prevent or interfere with Registrar's ability to comply with all of its obligations under this Agreement. In addition, Registrar must ensure that:</u></p> <p>3.12.1 Reseller is prohibited from displaying<u>Its Resellers do not display</u> the ICANN or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited<u>represent themselves as Accredited</u> by ICANN, unless it has<u>they have</u> written permission from ICANN to do so.</p> <p>3.12.2 Any<u>Its Resellers facilitate Registrar's entry into a</u> registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall<u>between the Registrar and the Registered Name Holder in accordance with Section 3.7.7, and upon the request of the Registrant,</u> identify <u>Registrar as</u> the sponsoring registrar or provide a means for identifying <u>Registrar as</u> the sponsoring registrar, such as a link to the InterNIC Whois lookup service.</p> <p>3.12.3 Reseller shall<u>Its Resellers</u> identify the sponsoring registrar upon inquiry from the customer.</p> <p>3.12.4 Reseller shall ensure that the<u>The</u> identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by reseller<u>its Resellers</u> in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event reseller breaches the reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and reseller meets any other criteria established by ICANN in accordance with its Bylaws, reseller shall</p>	<p>responsible for all obligations under the Agreement for its Sponsored Names. Revisions require Registrar to maintain a written agreement with its resellers. Revisions also clarify certain obligations of Registrar as it relates to resellers, including deletions in 3.12.4 to account for 3.4.1.5 and the possible creation of a Proxy Accreditation Program as described in 3.14, clarification in 3.12.5 of resellers' responsibilities regarding the providing of informational links to their customers, and clarification in 3.12.6 of Registrars' responsibility to enforce their agreements with resellers.</p>
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	<p>be permitted to apply to ICANN for such recognition.</p> <p>3.12.5 To the extent that Registrar is obligated to provideIts Reseller’s customers are provided with a link to an ICANN webpage <u>detailing Registrant Rights and Responsibilities</u>, as detailed in subsection 3.15 below; Reseller also shall be under an obligation to provide such linkage.</p> <p>3.12.6 If<u>In the event</u> Registrar becomes aware<u>learns</u> that such a Reseller is <u>causing Registrar to be</u> in breach of any of the provisions of Section 3.12 of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement<u>enforce its agreement with such Reseller so as to cure and prevent further instances of non-compliance.</u></p>	
<p>3.13</p>	<p>Registrar Training. Registrar's primary contact as identified in Subsection 5.4<u>7.6</u> below or designee (so long as the designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN policies and agreements. The training course will be developed in consultation with registrars. The course will be provided by ICANN at no expense to Registrar, and shall be available in an online format.</p>	<p>Revision to account for underlying cross-reference.</p> <p>Deletion to account for training course having already been implemented.</p>
<p>3.14</p>	<p><u>Obligations Related to Proxy and Privacy Services. If ICANN establishes a program for Accreditation of individuals or entities who provide proxy and privacy registration services (a “Proxy Accreditation Program”), Registrar agrees to comply with the program. Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; (ii) Registrar will be prohibited from, and shall prohibit Resellers from, knowingly accepting or sponsoring registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program; and (iii) the identity and contact information provided by the customer of any privacy or proxy registration service be revealed or relayed upon a finding, as determined in accordance with the Proxy Accreditation Program, that such customer is engaging in Illegal Activity, or is directly or indirectly using the Registered Name in a manner that infringes the legal rights of any third party. The Proxy Accreditation Program may be established as a Consensus Policy, pursuant to an amendment adopted in accordance with Section 6 or otherwise by ICANN in a commercially reasonable manner and in consultation with registrars.</u></p>	<p>Addition to reflect possible adoption of a Proxy Accreditation Program by ICANN and such program’s possible features.</p>

<p>3.15</p>	<p>Registrar Audits<u>Self-Assessment and Audits. Registrar shall complete and deliver to ICANN a Registrar Self-Assessment on a schedule and in the form specified by ICANN from time to time in consultation with registrars.</u> Registrar shall, upon no less than fifteen (15) days notice and as part of any reasonable contractual compliance audit, (1) timely provide the documents and information known by Registrar necessary to demonstrate compliance with the terms of this Agreement, and (2) permit ICANN to conduct site visits in compliance with all applicable laws to assess compliance with the terms of this Agreement, provided that ICANN, in its notice, states the specific compliance audit that it intends to conduct. ICANN shall not disclose Registrar confidential information gathered through such audits except as expressly permitted by an ICANN specification or policy. If such specification or policy permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information. Such notice shall include to whom and in what manner ICANN plans to disclose such information.</p>	<p>Addition of duty of Registrars to complete self-assessments.</p>
<p>3.16</p>	<p>In the event that ICANN gives reasonable notice to Registrar that<u>Link to Registrant Rights and Responsibilities Information.</u> ICANN has published a webpage that identifies available registrant rights and responsibilities, and the content of such webpage is developed in consultation with registrars, (as of the date of this Agreement, located at: http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm). Registrar shall provide a link to the<u>such</u> webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. <u>ICANN may, in consultation with registrars, update the content and/or URL for this website.</u></p>	<p>Revision to account for webpage having been created and that the webpage may be updated in the future.</p>
<p>3.17</p>	<p><u>Registrar Contact, Business Organization and Officer Information. Registrar shall provide to ICANN and maintain accurate and current information as specified in the Registrar Information Specification to this Agreement. In addition, Registrar shall publish on each website through which Registrar provides or offers Registrar Services the information specified as requiring such publication in the Registrar Information Specification. Registrar shall notify ICANN within five (5) days of any changes to such information and update Registrar’s website(s) within twenty (20) days of any such changes.</u></p>	<p>Addition to account for the creation of the Registrar Information Specification, which contains instructions relating to the publication of specified information relating to Registrar’s organization.</p>
<p>3.18</p>	<p><u>3.18 Registrar’s Abuse Contact and Duty to Investigate Reports of Abuse.</u></p> <p><u>3.18.1 Registrar shall maintain an abuse contact to receive reports of abuse involving Registered Names sponsored by Registrar, including reports of Illegal</u></p>	<p>Addition of Registrar requirements to maintain an abuse contact to receive reports of abuse</p>

	<p><u>Activity. Registrar shall publish an email address to receive such reports on the home page of Registrar's website (or in another standardized place that may be designated by ICANN from time to time). Registrar shall take reasonable and prompt steps to investigate and respond appropriately to any reports of abuse.</u></p> <p><u>3.18.2 Registrar shall establish and maintain a dedicated abuse point of contact, including a dedicated email address and telephone number that is monitored 24 hours a day, seven days a week, to receive reports of Illegal Activity by law enforcement, consumer protection, quasi-governmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which the Registrar is established or maintains a physical office. Well-founded reports of Illegal Activity submitted to these contacts must be reviewed within 24 hours by an individual who is empowered by Registrar to take necessary and appropriate actions in response to the report. In responding to any such reports, Registrar will not be required to take any action in contravention of applicable law.</u></p> <p><u>3.18.3 Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and response to all such reports. Registrar shall maintain the records related to such reports for the shorter of three years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice.</u></p>	<p>(including Illegal Activity). Provision also outlines requirements relating to the processing and reporting of such matters.</p>
<p>3.19</p>	<p><u>Additional Technical Specifications to Implement IPV6, DNNSEC and IDNs. Registrar shall comply with the Additional Registrar Operations Specification attached hereto.</u></p>	<p>Addition to account for creation of Additional Registrar Operations Specification.</p>
<p>3.20</p>	<p><u>Notice of Bankruptcy, Convictions and Security Breaches. Registrar will give ICANN notice within seven (7) calendar days of (i) the commencement of any of the proceedings referenced in Section 5.5.8. (ii) the occurrence of any of the matters specified in Section 5.5.2 or Section 5.5.3 or (iii) any unauthorized access to or disclosure of registrant account information or registration data. The notice required pursuant to Subsection (iii) shall include a detailed description of the type of unauthorized access, how it occurred, the number of registrants affected, and any action taken by Registrar in response.</u></p>	<p>Addition of requirement that Registrars provide ICANN notice upon the filing for bankruptcy, the occurrence of events that entitle ICANN to terminate the agreement, or unauthorized access to or disclosure of registrant account</p>

		information or registration data.
3.21	<u>Obligations of Registrars Affiliated with Registry Operators. In the event Registrar is Affiliated with any Registry Operator, back-end registry operator, or other party providing or serving as a subcontractor for Registry Services during the Term of this Agreement, Registrar shall comply with all ICANN specifications and policies that may be developed from time to time with respect to such Affiliate relationships.</u>	Addition to account for instances where a Registrar is affiliated with a registry operator or any party providing registry services.
3.16 (former)	Registrar shall provide on its web site its accurate contact details including a valid email and mailing address.	Replaced by new Sections 3.17 and 3.18 and the Registrar Information Specification.
4.1	<u>Compliance with Consensus Policies and Temporary Policies. During the Term of this Agreement, Registrar shall comply with and implement all Consensus Policies and Temporary Policies in existence as of the Effective Date found at http://www.icann.org/general/consensus-policies.htm, and as may in the future be developed and adopted in accordance with the ICANN Bylaws, provided such future Consensus Policies and Temporary Policies are adopted in accordance with the procedures and relate to those topics and subject to those limitations set forth in the Consensus Policies and Temporary Policies Specification to this Agreement.</u>	Revision to account for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.
Article 4 (former)	Former sections 4.1 through 4.4 were deleted in their entirety.	Revision to account for the addition of the defined term “Consensus Policy” and the Consensus Policy Specification, which clarifies the procedure for the adoption and scope of Consensus Policy topics.
5.1 (former)	Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.6 below, provided the party seeking such performance is not in material breach of its obligations.	Moved to new Section 7.1.
5.1	<u>Term of Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated.</u>	Move from former Section 5.4.
5.2	<u>Renewal. If Registrar seeks to continue its Accreditation, Registrar must apply for renewed Accreditation during the period that is no more than ninety (90) days and no less than sixty (60) days prior to the Expiration Date, and Registrar shall</u>	Renewal requirements were moved from former Section 5.4. The new Section 5.2

	<p><u>be granted renewal by ICANN, provided that Registrar:</u></p> <p><u>5.2.1 meets the ICANN registrar Accreditation criteria then in effect;</u></p> <p><u>5.2.2 is in compliance with its obligations under this Agreement at the time of such application, and remains in compliance throughout the period during which ICANN is reviewing such application as well as at the Expiration Date;</u></p> <p><u>5.2.3 executes and agrees to be bound by the terms and conditions of the then-current Registrar accreditation agreement (the “Updated RAA”) (which may differ from the terms and conditions of this Agreement) that ICANN adopts by action of the ICANN Board of Directors following consultation with the Registrar Stakeholder Group (or its successors) and other interested Internet stakeholders concerning the proposed new terms and conditions contained therein and the associated costs and benefits related thereto;</u></p> <p><u>5.2.4 has not been given notice by ICANN of three (3) or more material breaches of this Agreement within the two (2) years preceding the Expiration Date; and</u></p> <p><u>5.2.5 has not had this Agreement terminated prior to the Expiration Date.</u></p> <p><u>Any renewal granted by ICANN shall be effective as of the Expiration Date, and shall be conditioned upon Registrar’s continued satisfaction of Subsections 5.2.1 through 5.2.5 through the Expiration Date. ICANN shall use commercially reasonable efforts to inform Registrar prior to the Expiration Date of ICANN’s decision whether to renew such Accreditation.</u></p>	<p>provides further clarification of the requirements for renewal, including the mechanism through which an updated RAA may be developed.</p>
<p>5.3</p>	<p><u>Right to Substitute Updated Agreement. In the event that, during the Term of this Agreement, ICANN adopts an Updated RAA, Registrar (provided it has not received (i) a notice of breach that it has not cured or (ii) a notice of termination or suspension of this Agreement under this Section 5) may elect, by giving ICANN written notice, to enter into the Updated RAA. In the event of such election, Registrar and ICANN shall promptly enter into the Updated RAA for the term specified in the Updated RAA, and this Agreement will be deemed terminated.</u></p>	<p>Addition to replace the former Section 5.4 and updated to reflect the new Section 5.2.</p>
<p>5.5.1</p>	<p>There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation <u>Accreditation or renewal of Accreditation</u> or any material accompanying the application.</p>	<p>Revision to account for defined term and to clarify that provision also applies to renewals.</p>

<p>5.5.2</p>	<p>Registrar:</p> <p>5.3.2.1<u>5.5.2.1</u> is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or;</p> <p><u>5.5.2.1.1</u> <u>committed fraud,</u></p> <p><u>5.5.2.1.2</u> <u>committed a</u> breach of fiduciary duty, or</p> <p><u>5.5.2.1.3</u> <u>with actual knowledge (or through gross negligence) permitted Illegal Activity in the registration or use of domain names or in the provision to Registrar by any Registered Name Holder of inaccurate Whois information; or</u></p> <p><u>5.5.2.1.4</u> <u>failed to comply with the terms of an order issued by a court of competent jurisdiction relating to the use of domain names sponsored by the Registrar;</u></p> <p><u>or</u> is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of those offenses<u>any of the foregoing</u>; or</p> <p>5.3.2.2<u>5.5.2.2</u> is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others-; <u>or</u></p> <p><u>5.5.2.3</u> <u>is found by a court or arbitral tribunal, in each case of competent jurisdiction, to have, directly or through an Affiliate, committed a specific violation(s) of applicable national law or governmental regulation relating to cybersquatting or its equivalent; or</u></p> <p><u>5.5.2.4</u> <u>is found by ICANN, based on its review of the findings of arbitral tribunals, to have been engaged, either directly or through its Affiliate, in a pattern and practice of trafficking in or use of domain names identical or confusingly similar to a trademark or service mark of a third party in which the Registered Name Holder has no rights or legitimate interest, which have been registered and are being used in bad faith.</u></p>	<p>Revision to broaden the events that give rise to a termination in favor of ICANN relating to illegal behavior, violations of laws and regulations, and cybersquatting.</p>
<p>5.5.3</p>	<p>Any officer or director of Registrar <u>knowingly employs any officer that</u> is convicted of a felony or of a misdemeanor related to financial activities <u>or of any felony</u>, or is judged by a court <u>of competent jurisdiction</u> to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN <u>reasonably</u> deems as the substantive equivalent of any of these; provided, the foregoing and such officer or director is not removed in such circumstances. Upon the execution of this agreement, Registrar shall provide ICANN with a list of the</p>	<p>Clarification with respect to termination in favor of ICANN with respect to employment of an officer or director convicted of a misdemeanor related</p>

	names of Registrar's directors and officers. Registrar also shall notify ICANN <u>is not terminated</u> within thirty (30) <u>calendar</u> days of any changes to its list of directors and officers. <u>Registrar's knowledge of the foregoing; or any member of Registrar's board of directors or similar governing body is convicted of a misdemeanor related to financial activities or of any felony, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that ICANN reasonably deems as the substantive equivalent of any of the foregoing and such member is not removed from Registrar's board of directors or similar governing body within thirty (30) calendar days of Registrar's knowledge of the foregoing.</u>	to financial activities or any felony.
5.5.4	Registrar fails to cure any breach of this Agreement (other than a failure to comply with a policy adopted by ICANN during the term of this Agreement as to which Registrar is seeking, or still has time to seek, review under Subsection 4.3.2 of whether a consensus is present) within fifteen (15) working days after ICANN gives Registrar notice of the breach.	Deletion to account for creation of Consensus Policies.
5.5.5	Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.6 <u>Sections 5.7 or 7.1.</u>	Correction for change in underlying cross-reference.
5.5.6	<u>Registrar has been in fundamental and material breach of its obligations under this Agreement at least three (3) times within a twelve (12) month period.</u>	Addition of provision providing for termination in favor of ICANN upon repeated material breaches of the Registrar.
5.3.7 (former)	Registrar becomes bankrupt or insolvent.	Deletion of provision to account for new Section 5.5.8.
5.5.8	<u>(i) Registrar makes an assignment for the benefit of creditors or similar act; (ii) attachment, garnishment or similar proceedings are commenced against Registrar, which proceedings are a material threat to Registrar's ability to provide Registrar Services for gTLDs, and are not dismissed within sixty (60) days of their commencement; (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registrar or maintains control over any of Registrar's property; (iv) execution is levied upon any property of Registrar, (v) proceedings are instituted by or against Registrar under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) days of their commencement, or (vi) Registrar files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations.</u>	Addition of new provision detailing in more specificity bankruptcy related events that give rise to a termination in favor of ICANN.
5.6	This Agreement may be terminated in circumstances described	Correction for

	<p>in Subsections 5.3.1–5.3.6<u>5.1 through 5.5.6</u> above only upon fifteen (15) days written notice to Registrar (in the case of Subsection 5.3.4<u>5.4</u> occurring after Registrar's failure to cure), with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.6<u>5.8</u> to determine the appropriateness of termination under this Agreement. If This Agreement may be terminated immediately upon notice to Registrar in circumstances described in Subsections 5.5.7 and 5.5.8.</p>	<p>change in underlying cross-reference.</p> <p>Addition of new provision allowing ICANN to terminate immediately for matters related to the safety and security of the internet and for bankruptcy related events.</p>
<p>5.7</p>	<p><u>Suspension.</u></p> <p><u>5.7.1 Upon the occurrence of any of the circumstances set forth in Section 5.5, ICANN may, in ICANN's sole discretion, upon delivery of a notice pursuant to Subsection 5.7.2, elect to suspend Registrar's ability to create or sponsor new Registered Names or initiate inbound transfers of Registered Names for any or all gTLDs for a period of up to a twelve (12) months following the effectiveness of such suspension. Suspension of a Registrar does not preclude ICANN's ability to issue a notice of termination in accordance with the notice requirements of Section 5.6.</u></p> <p><u>5.7.2 Any suspension under Subsections 5.7.1 will be effective upon fifteen (15) days written notice to Registrar, with Registrar being given an opportunity during that time to initiate arbitration under Subsection 5.8 to determine the appropriateness of suspension under this Agreement.</u></p> <p><u>5.7.3 Upon suspension, Registrar shall notify users, by posting a prominent notice on its web site, that it is unable to create or sponsor new gTLD domain name registrations or initiate inbound transfers of Registered Names. Registrar's notice shall include a link to the notice of suspension from ICANN.</u></p> <p><u>5.7.4 If Registrar acts in a manner that ICANN reasonably determines endangers the stability or operational integrity of the Internet and upon notice does not immediately cure, ICANN may suspend this Agreement for five (5) working days pending ICANN's application for more extended specific performance or injunctive relief under Subsection 5.67.1. This Suspension of the Agreement may be terminated immediately upon <u>under this Subsection may, at ICANN's sole discretion, preclude the Registrar from (i) providing Registration Services for gTLDs delegated by ICANN on or after the date of delivery of such</u> notice to Registrar in circumstance described and</u></p>	<p>Addition of new provision expanding on ICANN's ability to suspend a Registrar's ability to create or sponsor new registered names or initiate inbound transfers of registered names.</p>

	<p>(ii) creating or sponsoring new Registered Names or initiating inbound transfers of Registered Names for any gTLDs. Registrar must also post the statement specified in Subsection 5.3.7 above 5.7.3.</p>	
<p>5.4 (former)</p>	<p>Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the ICANN-adopted specification or policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar accreditation agreement (which may differ from those of this Agreement) that ICANN adopts in accordance with Subsection 2.3 and Subsection 4.3. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar accreditation agreement by signing that accreditation agreement. In the event that, during the Term of this Agreement, ICANN posts on its web site an updated form of registrar accreditation agreement applicable to Accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.3 above) may elect, by giving ICANN written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar and ICANN shall promptly sign a new accreditation agreement that contains the provisions of the updated form posted on the web site, with the length of the term of the substituted agreement as stated in the updated form posted on the web site, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.</p>	<p>Deletion to account for new Sections 5.1, 5.2 and 5.3.</p>
<p>5.5 (former)</p>	<p>Addition or Deletion of TLDs for Which Registrar Accredited. On the Effective Date, Registrar shall be accredited according to Subsection 2.1 for each TLD as to which an appendix executed by both parties is attached to this Agreement. During the Term of this Agreement, Registrar may request accreditation for any additional TLD(s) by signing an additional appendix for each additional TLD in the form prescribed by ICANN and submitting the appendix to ICANN. In the event ICANN agrees to the request, ICANN will sign the additional appendix and return a copy of it to Registrar. The mutually signed appendix shall thereafter be an appendix to this Agreement. During the Term of this Agreement, Registrar may abandon its accreditation for any TLD under this Agreement (provided that Registrar will thereafter remain accredited for at least one (1) TLD under this Agreement) by giving ICANN written notice specifying the TLD as to which accreditation is being abandoned. The abandonment shall be effective thirty (30) days</p>	<p>Deletion tied to revisions to Section 2.1, which provide for removal of individual gTLD appendix process.</p>

	<p>after the notice is given.</p>	
<p>5.8</p>	<p>Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's accreditation <u>Accreditation</u> and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5-6 <u>5.8</u> pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be three (3) arbitrators: each party shall choose one (1) arbitrator and, if those two (2) agreed by the parties from a list of AAA arbitrators, or if parties do not agree on a third an arbitrator within fifteen (15) calendar days of the AAA request that the parties designate an arbitrator, the third shall be chosen by the AAA <u>AAA shall choose and appoint an arbitrator, paying due regard to the arbitrator's knowledge of the DNS.</u> The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators <u>arbitrator</u> to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators <u>arbitrator</u> may not reallocate the attorneys' fees in conjunction with their award. The arbitrators <u>arbitrator</u> shall render their <u>its</u> decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN <u>pursuant to Section 5.5</u> or suspension of Registrar's ability to create new Registered Names or initiate inbound transfers of Registered Names under <u>Registrar by ICANN pursuant to Section 2.1 above 5.7.1</u>, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar. <u>Any order granting a request for a stay must be issued within ten (10) business days after the filing of the arbitration. If an order granting a request for a stay is not issued within ten (10) business days, ICANN has the right to proceed with the termination of this Agreement pursuant to Section 5.5 or suspension of the Registrar pursuant to Section 5.7.1.</u> In the</p>	<p>Revision to account for defined term and clarification of arbitration procedures, including the number of arbitrators and the selection of the arbitrator, and the timing and process associated with stays.</p>

	<p>event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the Board'sICANN Board of Director's determination that a specification or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), 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 temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement.</p>	
<p>5.9</p>	<p><u>Limitations on Monetary Remedies for Violations of this Agreement.</u> ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the an amount of accreditationequal to the Accreditation fees paid by Registrar to ICANN under Subsection 3.9 of this Agreement during the preceding twelve-month period. Registrar's monetary liability to ICANN for violations of this Agreement shall be limited to accreditationAccreditation fees owing to ICANN under this Agreement and, except in the case of a good faith disagreement concerning the interpretation of this agreement, reasonable payment to ICANN for the reasonable and direct costs including attorney fees, staff time, and other related expenses associated with legitimate efforts to enforce Registrar compliance with this agreement and costs incurred by ICANN to respond to or mitigate the negative consequences of such behavior for registered name holdersRegistered Name Holders and the Internet community. In the event of repeated willful material breaches of the agreement, Registrar shall be liable for sanctions of up to five (5) times ICANN's enforcement costs, but otherwise in no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.</p>	<p>Revision to account for defined terms and provide clarification of the limitations on liability.</p>
<p>6.1</p>	<p>If ICANN determines that an amendment to this Agreement (including to the Specifications referred to herein) and all other registrar agreements between ICANN and the Applicable Registrars (the "Applicable Registrar Agreements") is desirable (each, a "Special Amendment"), ICANN may submit a Special Amendment for approval by the Applicable Registrars pursuant to the process set forth in this Section 6, provided that a Special Amendment is not a Restricted Amendment. Prior to submitting</p>	<p>Creation of new provision for amending the RAA via a Special Amendment process whereby ICANN and the Registrars can approve</p>

	<p><u>a Special Amendment for such approval, ICANN shall first consult in good faith with the Working Group (as defined below) regarding the form and substance of a Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) calendar days (the “Posting Period”) and providing notice of such amendment by ICANN to the Applicable Registrars in accordance with Section 7.6. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registrars).</u></p>	<p>amendments that will apply to all registrars.</p>
<p>6.2</p>	<p><u>If, within two (2) calendar years of the expiration of the Posting Period (the “Approval Period”), (i) the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment) and (ii) such Special Amendment receives Registrar Approval (as defined below), such Special Amendment shall be deemed approved (an “Approved Amendment”) by the Applicable Registrars (the last date on which such approvals are obtained is herein referred to as the “Amendment Approval Date”) and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registrar (the “Amendment Effective Date”). In the event that a Special Amendment is not approved by the ICANN Board of Directors or does not receive Registrar Approval within the Approval Period, the Special Amendment will have no effect. The procedure used by ICANN to obtain Registrar Approval shall be designed to document the written approval of the Applicable Registrars, which may be in electronic form.</u></p>	<p>Addition of new provision specifying procedures for the approval of a Special Amendment.</p>
<p>6.3</p>	<p><u>During the thirty (30) calendar day period following the Amendment Approval Date, Registrar (so long as it did not vote in favor of the Approved Amendment) may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registrar hereunder, an “Exemption Request”).</u></p> <p><u>6.3.1 Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registrar.</u></p> <p><u>6.3.2 An Exemption Request may only be granted upon a clear and convincing showing by Registrar that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long-term financial condition or results of operations of</u></p>	<p>Addition of new provision specifying procedures for exemptions from an Approved Amendment.</p>

	<p><u>Registrar. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants.</u></p> <p><u>6.3.3 Within ninety (90) calendar days of ICANN’s receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement; provided, that any such conditions, alternatives or variations shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date.</u></p> <p><u>6.3.4 If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement, subject to any conditions set forth in such approval. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registrar may, within thirty (30) calendar days following receipt of ICANN’s determination, appeal ICANN’s decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Section 5.8.</u></p>	
<p>6.4</p>	<p><u>The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registrar that are approved by ICANN pursuant to this Section 6.4 or through an arbitration decision pursuant to Section 5.8 shall exempt Registrar from any Approved Amendment, and no exemption request granted to any other Applicable Registrar, including an Affiliate Registrar (whether by ICANN or through arbitration), shall have any effect under this Agreement or exempt Registrar from any Approved Amendment. Any Exemption Request granted by ICANN to Registrar shall apply only during the term of this Agreement, and Registrar must reapply for such exemption upon renewal of Accreditation pursuant to Section 5.2.</u></p>	<p>Addition of new provision specifying scope of exemptions from an Approved Amendment.</p>
<p>6.5</p>	<p><u>Except as set forth in Section 4, Subsection 5.2.3, this Section 6, Subsection 7.3 and as otherwise set forth in this Agreement and the specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. Nothing in this Section 6 shall restrict ICANN and Registrar from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any</u></p>	<p>Addition of new provision detailing limitations on amendments and waivers under the RAA.</p>

	<p><u>provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Section 6 shall be deemed to limit Registrar's obligation to comply with Section 4, Subsection 5.2.3 or Subsection 7.3 or otherwise limit ICANN's rights to modify specifications attached hereto to the extent otherwise permitted by this Agreement.</u></p>	
<p>6.6</p>	<p><u>For purposes of this Section 6, the following terms shall have the following meanings:</u></p> <p><u>6.6.1 "Applicable Registrars" means, collectively, the Accredited Registrars party to a registrar agreement that contains a provision similar to this Section 6, including Registrar.</u></p> <p><u>6.6.2 "Registrar Approval" means the receipt of each of the following:</u></p> <p><u>6.6.2.1 the affirmative approval of the Applicable Registrars whose payments to ICANN accounted for [x%] of the total amount of fees (converted to U.S. dollars, if applicable) paid to ICANN by all the Applicable Registrars during the immediately previous calendar year pursuant to the Applicable Registrar Agreements, provided, however, that no single Registrar or group of Affiliate Registrars may account for more than [y%], and</u></p> <p><u>6.6.2.2 the affirmative approval [z%] of the Applicable Registrars at the time such approval is obtained. For avoidance of doubt, with respect to this Subsection 6.6.2.2, each Applicable Registrar or group of Affiliate Registrars shall have one vote.¹</u></p> <p><u>¹ Note: The "Registrar Approval" threshold has not been formally defined to date, and any proposal would require ICANN's review and consideration of the feasibility of the defined threshold prior to reaching a negotiated term. Community input and further consultation with the Registrar Stakeholder</u></p>	<p>Addition of new provision providing specific defined terms for Section 6.</p>

¹ Note: The "Registrar Approval" threshold has not been formally defined to date, and any proposal would require ICANN's review and consideration of the feasibility of the defined threshold prior to reaching a negotiated term. Community input and further consultation with the Registrar Stakeholder Group may also be needed to consider how the proposal impacts the ability to amend the agreement in a timely and efficient manner.

	<p><u>Group may also be needed to consider how the proposal impacts the ability to amend the agreement in a timely and efficient manner.</u></p> <p><u>6.6.3 “Restricted Amendment” means an amendment of the Consensus Policies and Temporary Policies Specification.</u></p> <p><u>6.6.4 “Working Group” means representatives of the Applicable Registrars and other members of the community that ICANN appoints from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.5).</u></p>	
6.7	<p><u>Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.</u></p>	Moved from former Section 5.14.
7.1	<p><u>Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.8, provided the party seeking such performance is not in material breach of its obligations.</u></p>	Moved from former Section 5.1.
7.3	<p><u>Revocation. In the event that ICANN determines in a commercially reasonable manner that the continued maintenance of ICANN’s Registrar Accreditation model becomes impractical, ICANN may revoke this Agreement. The determination may only be made after a period of public comment on the topic, and a subsequent affirmative supermajority vote of the ICANN Board of Directors. The revocation will be in effect upon the earliest of: (i) 18 months after the ICANN Board of Director vote for revocation; or (ii) the date a new policy is developed by the relevant ICANN Sponsoring Organization and approved by the ICANN Board of Directors (the “Sunset Period”). If this Agreement expires during Sunset Period, and the Registrar meets the requirements of Section 5.2 (Renewal), such renewal term shall not extend beyond the end of the Sunset Period. Nothing in this section precludes Registrar from seeking to qualify under a replacement program, if any is created.</u></p>	Addition of new provision allowing ICANN to revoke the RAA if it determines in a commercially reasonable manner that the continued maintenance of the registrar accreditation model is impractical.
7.4	<p>Assignment; Change of Ownership or Management.</p> <p>5.9.1<u>7.4.1</u> Either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld.</p> <p>5.9.2<u>7.4.2</u> To the extent that an entity acquires a controlling interest in Registrar’s stock, assets or business, Registrar shall provide ICANN notice within thirty<u>seventy</u> (30<u>7</u>) days of such an acquisition. Such notification shall include a statement that affirms that Registrar meets the</p>	Revision to reflect defined term and change to underlying cross references.

	<p>ICANN-adopted specification or policy on accreditation <u>Accreditation</u> criteria then in effect, and is in compliance with its obligations under this Agreement. Within thirty (30) days of such notification, ICANN may request additional information from the Registrar establishing compliance with this Agreement, in which case Registrar must supply the requested information within fifteen (15) days. Any disputes concerning Registrar's continued accreditation <u>Accreditation</u> shall be resolved pursuant to Subsection 5.6 <u>Section 5.8</u>.</p>	
<p>7.6</p>	<p><u>Notices, Designations, and Specifications.</u> Except as provided in Subsection <u>Section 4.4 and Section 6</u>, all notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Each party shall notify the other party within thirty (30) days of any change to its contact information. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally recognized courier service, <u>or when delivered by electronic means followed by an affirmative confirmation of receipt by the recipient's facsimile machine or email server. For any notice of a new specification, policy or program established pursuant to this Agreement, Registrar shall be afforded a reasonable period of time after notice of the establishment of such specification, policy or program is e-mailed to Registrar and posted on the ICANN website in which to comply with that specification, policy or program, taking into account any urgency involved.</u> Designations and specifications by ICANN under this Agreement shall be effective when written notice of them is deemed given to Registrar.</p> <p>If to ICANN, addressed to:</p> <p>Internet Corporation for Assigned Names and Numbers 4676 Admiralty Way <u>12025 Waterfront Drive</u>, Suite 330 <u>300</u> Marina del Rey <u>Los Angeles</u>, California 90292 <u>90094-2536</u> USA Attention: Registrar Accreditation Notices Telephone: 1/310/823-9358 Facsimile: 1/310/823-8649</p> <p>If to Registrar, addressed to:</p> <p>[Registrar Name] [Courier Address] [Mailing Address] Attention: [contact person] Registrar Website URL: [URL] Telephone: [telephone number] Facsimile: [fax number]</p>	<p>Revision to reflect new cross-reference.</p> <p>Addition of new provision allowing for electronic notification and grace period to comply with new specifications.</p> <p>Revision to reflect new ICANN address.</p>

	e-mail: [e-mail address]	
5.14	Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.	Deletion to account for move to new Section 6.7.
7.10	Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN in connection with its Accreditation, this Agreement (including the appendices specifications, which form part of it) constitutes the entire agreement of the parties pertaining to the accreditation Accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.	Revision to reflect defined term.