INTERNATIONAL COURT OF ARBITRATION
INTERNATIONAL CHAMBER OF COMMERCE

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, Claimant, v. ATGRON, INC. Respondent.	)	Case 25074/MK

RESPONDENT'S ANSWER AND AFFIRMATIVE DEFENSES

Dated: 31 March 2020

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TABLE OF CONTENTS

I. INTRODUCTION 3

II. ANSWER 3

III. AFFIRMATIVE AND OTHER DEFENSES 4

A. Terms of Reference 4

B. ICANN's Non-Performance under Sections 3.1 and 2.13 of the Agreement 5

C. ICANN's Non-Performance under Section 3.5.c and Specification 6 13

IV. ICANN CONFLICTS OF INTEREST 16

V. DAMAGES 18

VI. REQUEST FOR RELIEF 18

VII. CONCLUSION 20

I. INTRODUCTION

Respondent, Atgron, Inc. (“Respondent” or "ATGRON"), hereby submits its Answer and Affirmative Defenses to the Complaint. ATGRON and the Internet Corporation for Assigned Names and Numbers (“Claimant” or “ICANN”) entered into a Registry Agreement on 1 October 2013 (“Agreement”), pursuant to which ATGRON operates the generic top-level domain (“gTLD”) .WED. The Agreement details both obligations of the parties.

Article 6 of the Agreement requires ATGRON as the Registry Operator (“Operator”) to pay Registry-Level Fees on a quarterly basis. Article 5.4 regarding Specific Performance under the Agreement provides that both the “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.” **Ex. 1,** Reg Agmt. at ¶ 37.

II. ANSWER

1. Respondent admits to non-payment of Registry-Level fees in the amount of US $37,500 as of 31 March 2020.

2. Respondent admits to late payment of invoices from ICANN. Per ICANN’s billing practices, Operators are provided with three warning notices prior to a Compliance Ticket being opened. It is a common practice for Operators to pay prior to a Compliance Ticket being opened. The Respondent follows this common practice.

3. Respondent denies Claimant “made every effort to reach a resolution with Atgron.” On 23 August 2019, the Claimant presented the Respondent with Terms and Conditions in response to the Respondent's request for an extension to pay outstanding fees until 16 October 2019. The primary condition provided in the Term Sheet was "ATGRON agrees to waive the mediation and

arbitration provisions set forth in Sections 5.1 and 5.2 of the Registry agreement and agrees that ICANN can immediately terminate the Registry Agreement . . ." if the current fees were not paid and if the Respondent was ever 60 calendar days or more in arrears. **Ex. 2**, ICANN Terms. at ¶ 112.

4. The Respondent provided alternative terms and an explanation for those terms. The Respondent offered to pay all current fees in arrears and pay one quarterly payment in advance to be maintained until the contract end date in October 2023 when the advance funds would be used to pay the final fee owed for the Agreement. The Claimant rejected the terms proposed by The Respondent and on 23 October 2019 commenced the Agreement termination process by serving the Notice of Mediation. **Ex. 3**, ATGRON Terms. at ¶¶ 114-115.

5. As the Claimant noted in their 6 January 2020 Mediation brief the Respondent is also in Breach of Article 2 of the Registry Agreement. **Ex. 4,** ICANN Med Br. at ¶ 124.

6. The Respondent's breach of Article 6 was due to the Claimant's non-performance and and repeated breaches of the terms of the Agreement from 20 September 2017, which continues today. **Ex. 5,** ICANN Dec Trees. at ¶¶ 128-130.

III. AFFIRMATIVE AND OTHER DEFENSES

A. Terms of Reference

7. Registry Operator – a Operator has a Registry Agreement with ICANN that allows the entity to manage a gTLD on the internet. An Operator manages a database that contains all domain names registered for a gTLD. For example, Verisign is the Operator for the .com gTLD and therefore has a massive database that Registrars (Registrars sell domain names to the public, e.g. Go Daddy) query to determine if a .com domain name is available or taken. As of October

2013, ATGRON has an Agreement through October 2023 to be the Operator for the .wed gTLD.

8. Back-End Registry Operator (also known as a Registry Service Provider ("RSP")) – Per ICANN's published "Registry Transition Processes", is "an organization contracted by a registry to run one or more of the Critical Functions of a gTLD (generic Top Level Domain) registry." **Ex. 6,** Reg Trans Proc. at ¶ 132.

9. Emergency Back-End Registry Operator (EBERO) – An organization contracted by ICANN to temporarily run one or more of the Critical Functions of a gTLD registry when two conditions are met: (1) the registry is in breach of its Registry Agreement and (2) a Critical Function is being performed below the Emergency Thresholds. **Ex. 6,** Reg Trans Proc. at ¶ 139.

10. Continued Operations Instrument (COI)- In the Applicant Guidebook, incorporated by reference into Specification 8 of the Agreement it states, "The Continuing Operations Instrument (COI) is invoked by ICANN if necessary to pay for an Emergency Back End Registry Operator (EBERO) to maintain the five critical registry functions for a period of three to five years." The Continued Operations Instrument is also mentioned in Article 2.13 Emergency Transition which provides the details and references for an Emergency Transition to an EBERO. **Ex. 7**, App Gdbk. at ¶ 188.

11. Material Subcontracting Arrangement ("MSA") – Process that must be followed by an Operator to change Back End Registry Operators e.g from the EBERO to another RSP. The process includes review of the proposed technical components by a Technical Evaluation Panel, followed by approval of a Transition Plan and Technical Testing of the technical components of the service to run the critical functions of a gTLD. **Ex. 8**, MSA Guide. at ¶¶ 207-208.

B. ICANN’s Non-Performance under Sections 3.1 and 2.13 of the Agreement

12. Article 3 of the Agreement documents the Covenants of ICANN. Article 3.1 Open and Transparent states “Consistent with ICANN’s expressed mission and core values, ICANN shall operate in an open and transparent manner.” In February 2017, Ms. McAdory, President & CEO of ATGRON, communicated to ICANN’s Engagement Manager to ATGRON, [redacted], that Respondent was going to start the MSA process to setup its own in-house RSP which would take over back-end registry functions once the Respondent's contract with its current RSP, [redacted], expired in November 2017. In September 2017, the Respondent realized their technical solution was not ready and reached out to [redacted] to request another extension of the contract. [redacted] provided a new contract with payment of $15,000 to be paid annually and immediately. For the past five years, the Respondent had paid the RSP quarterly and was not informed of the change to the payment schedule in advance.

13. Upon learning of the contract change on 16 September 2017, Ms. McAdory reached out to [redacted] to discuss options including having to use an EBERO. The meeting with [redacted] and ICANN's Global Domain Division ("GDD") representatives [redacted] and [redacted] occurred on 29 September 2017. Ms. McAdory took notes and asked for review and confirmation that the information captured by Ms. McAdory was correct. The notes were returned by [redacted] with redlined updates on 10 October 2017. The notes returned to Ms. McAdory included the following due out for [redacted] and [redacted], "[redacted] and [redacted] agreed to look into questions about transferring ownership of the TLD back to ATGRON after the EBERO process had been initiated including any associated fees, . . .". In violation of Article 2 Section 2.13 no fees were provided. **Ex. 9**, GDD emails. at ¶ 273.

14. On 6 October 2017, [redacted] was cc’d on [redacted] an email where [redacted] agreed to accept quarterly payments for RSP services. On 24 November 2017, [redacted] was cc’d on the

message from the Respondent that [redacted] had reversed it's decision to provide a quarterly payment option. Prior to the 6 October 2017 message from [redacted] offering quarterly payment terms, the GDD offered to host a call to discuss the transition of the RSP services from [redacted] to [redacted]. After the quarterly payment terms were revoked on 24 November 2017 the Respondent was not invited to any call between ICANN, [redacted] and [redacted]. On 8 December 2017 after threshold alarms had been initiated the day before, [redacted] indicated the breach was the result of a plan coordinated between the Claimant, [redacted] and [redacted]. **Ex. 9**, GDD emails. at ¶ 296.

15. On 10 December 2017, three days after the emergency breach was initiated by [redacted] at ICANN's direction, the Respondent asked for a "breakdown of how much of the EBERO escrow fund will be used per month by ICANN?". **Ex. 9**, GDD emails. at ¶ 307. In the absence of information, the Respondent could only rely upon the content of the Agreement and was still under the impression the $18,000 COI would be used to pay the EBERO provider over a 3 - 5 year period per the Application Guidebook. Section 2.13 of the Agreement includes the statement, "In addition, in the event of such failure, ICANN shall retain and may enforce it rights under the Continued Operations Instrument." The information for the cost for [redacted]'s services was readily available to the Claimant because the Claimant signed a contract with [redacted] to be an EBERO provider on 14 February 2014. **Ex. 10**, Nom Con. at ¶ 335. The Claimant willfully violated Article 3 §3.1 of the Agreement. **Ex. 5,** ICANN Dec Trees at ¶ 128.

16. The Respondent first learned the Clamaint would violate the Applicant Guidebook and §2.13 with regard to the COI, on a call on 10 January 2018 with the ICANN Compliance team, GDD and ATGRON. **Ex. 11**, CC emails. at ¶ 486. [redacted], a GDD Director, indicated the entire $18,000 of the COI would be used to address the transition to [redacted] after

initially stating during the same call that the burn rate for the use of the COI would be provided at a later date.

17. On 12 January 2018, [redacted] presented ATGRON with a list of fees from the GDD totaling $51,840. **Ex. 9**, GDD emails. at ¶ 312. Ms. McAdory responded with a question regarding why the fees were not provided on the 29 September 2017 call when ATGRON indicated an EBERO situation was likely (as required by Article 3, Section 3.1 of the Agreement). [redacted] responded on 17 January 2018 that "ICANN did indicate on the call that you should review the .WED contract (section 2.13 and Specification 10) . . .". **Ex. 9**, GDD emails. at ¶ 313. 17 January 2018 was the first time [redacted] provided a link to EBERO information although all three third-party contracts were signed years before Ms. McAdory requested the entire list of fees involved in an EBERO transition. The references to the three EBERO vendors were not sent in good faith because ATGRON should not have been expected to determine which EBERO provider would be chosen for the transition.

18. Certainly, ATGRON expected to replenish the portion of the COI that was expended over the period of time that the EBERO vendor controlled the .wed TLD but expected no other fees. ATGRON asked all the pertinent questions on 29 September 2017 prior to the breach and any reasonable person would conclude ICANN could have easily answered ATGRON's questions on 10 October 2017 when no fees or links to possible information about additional fees was provided despite the information being readily available and known by ICANN. ATGRON considered invoking the ICANN Board Reconsideration process but three previous experiences with the process has shown ATGRON that ICANN rarely overrides staff actions even if those actions violate written ICANN policy. **Ex. 14**.

19. On 2 March 2018, ICANN waived most of the fees but added a new $12,420 financial

evaluation fee that was not disclosed on email dated 10 January 2018 list of fees. **Ex. 9**, GDD emails. at ¶¶ 315-318. In addition to the weeks it would take ATGRON to complete this unnecessary exercise, it would take 8-15 weeks of review by ICANN and that does not include "Clarifying Questions" which ICANN often provides. ICANN was aware the only issue ATGRON had was paying a $15,000 fee immediately to [redacted] because [redacted] was cc'd on the emails with [redacted] on 24 November 2017 which detail [redacted] reneging on an offer made on 6 October 2017 to allow ATGRON to pay fees on a quarterly basis again. **Ex. 9**, GDD emails. at ¶¶ 280-282.

20. If ICANN had not violated Sections 2.13 and 3.1 of the Agreement and had made ATGRON aware of the fees in advance of the breach planned by ICANN, [redacted] and [redacted], without consulting ATGRON or the DNS provider, ATGRON could have delayed the $12,420 payment to ICANN for the MSA Technical Evaluation Panel ("TEP") on 6 January 2018, and could have paid [redacted] for another year while continuing to work towards an in-house RSP solution. As a result of the TEP, the Claimant is aware the in-house will only cost ATGRON $7,500 per year, ultimately reducing ATGRON's expenses. Instead, as the GDD noted in their 12 January 2018 email with the list of previously undisclosed fees, ATGRON paid for the MSA TEP. **Ex. 9**, GDD emails. at ¶ 312. In sum, ICANN repeatedly and willfully violated Sections 3.1 and 2.13 of the Agreement by keeping the full amount of the COI and levying an arbitrary fee for an unwarranted financial evaluation.

21. The Respondent continued to pay Operator fees until the invoice which became due on 30 November 2018 because after countless emails to the Compliance Team asking them to intercede with the GDD. **Ex. 11**, CC emails. at ¶¶ 448-533. The Respondent concluded the GDD could potentially maintain the impasse until the contract end date. **Ex. 5,** ICANN Dec Trees at ¶¶

128-129. The 2 March 2018 letter from the GDD included a note that ATGRON could not move forward with the MSA process without completion of the financial evaluation and the TEP.

22. The MSA requires a Transition Plan which details how information will be transferred from [redacted], the EBERO, to the Respondent's in-house RSP solution. The MSA Guide instructions include the following: "The transition plan must: Contain detailed steps to be executed.; Describe which Registry Service Provider will execute each step of the transition plan. . ." **Ex. 8**, MSA Guide. at ¶ 208. The "EBERO Temporary Transition Process" outlined as one of the three Registry Transition Processes referenced in Section 2.13 of the Agreement , states "When transitioning from an Emergency Operator back to the previous registry operator or to a new registry operator, the Emergency Operator will collaborate and cooperate with the new operator in order to achieve an orderly transition with minimum impact to registrants and gTLD (generic Top Level Domain) users." **Ex. 6,** Reg Trans Proc. at ¶ 144.

23. On multiple occasions the GDD has insisted the Respondent is both the "current RSP" and the "proposed RSP" as described in the MSA Guide. **Ex. 9**, GDD emails. at ¶ 334., **Ex. 12**, ICANN Portal. at ¶ 535., **Ex. 8**, MSA Guide. at ¶ 208. The data and DNS for the .wed gTLD was transferred to [redacted] on 8 December 2017. [redacted] is the current RSP. The Respondent is the proposed RSP.

24. On 31 January 2019, [redacted] of GDD Operations sent the following note via the ICANN portal. "As the contracted party with ICANN, it is the responsibility of the Registry Operator to develop the transition plan for the Material Subcontracting Arrangement change process by working with the gaining RSP, who in this case is also ATGRON, Inc. . . . Once you are able to identify the information that you require from [redacted] for a successful transition, ICANN will facilitate the process of getting that information to you." That statement

led the Respondent to protest to the Compliance Team about the GDD's obstruction to no avail. **Ex. 11**, CC emails. at ¶ 543. The Respondent was tasked over and over by the Compliance Team to cure a breach created by the Claimant as the GDD continued to erect barriers. The GDD continues to block all communication between the Respondent and the EBERO.

25. On 1 September 2017 the Respondent requested a sample of the data that would be provided by [redacted] in the format the data would be provided at the time of transition. On 3 September 2019, GDD Operations responded with "Thank you for your inquiry. So that we can provide the proper information, are you able to clarify what particular data you are requesting? On 4 September 2019, the Respondent requested "all of the data that will be provided by [redacted] in the exact format it will be provided so that we can test all our Transition Plan steps prior to submitting the plan." **Ex. 12**, ICANN Portal. at ¶ 536.

26. On 14 October 2019 GDD Operations responded with a file and the following statement, "Although ATGRON, Inc. should have access to its prior TLD data and escrow files for .WED and these files are not necessary the completion of a transition plan, the ICANN organization will assist ATGRON, Inc with the request for registry data by provided a sample XML data file using the Secure File Transfer Protocol (SFTP). The exercise will replicate the file format and method by which ATGRON, Inc. would receive the data from [redacted] during the transition process once all steps to exit EBERO have been successfully completed. There are several steps ATGRON needs to take in order to facilitate this simulation. . ."

27. The last message from ICANN on 18 December 2019 included the statement, "once the data transfer simulation is completed and when ATGRON, Inc. is ready to submit the transition plan, there are a few steps of the transition plan that will need to be informed by ICANN or and/or [redacted]. In these instances, ATGRON, Inc. is expected to identify those areas

where input is needed." **Ex. 12**, ICANN Portal. at ¶ 537.

28. The Claimant is aware of the information the Respondent requires to complete the Transition Plan but refuses to supply the information or access to the EBERO provider. During the mediation on 6 January 2020, ICANN implied to the mediator that the Respondent should be able to produce all of the information necessary for the Transition Plan but the Respondent does not have the data or the understanding of [redacted]'s systems and therefore cannot provide the detail required for the plan. ICANN freely provided this type of coordination between [redacted] and [redacted] but is deliberately withholding the information from the Respondent. **Ex. 9**, GDD emails. at ¶ 335. On 7 February 2020, Atgron sent a breach notification to ICANN regarding these matters. and ICANN's only response in sum on 20 February 2020 was an invitation to ATGRON to voluntarily terminate the contract. **Ex. 13**, Atg Br Not. at ¶ 556.

29. ICANN acknowledged the breach notification from 7 December 2017 in their brief provided for the mediation of this matter held in Los Angeles on 6 January 2020. **Ex. 4,** ICANN Med Br. at ¶ 125. In the Mediation brief, the Claimant refers to the criticality of the five functions the Claimant is charged to safeguard, one of which ICANN planned a breach (RDDS) and one of which the Claimant inadvertently breached (DNSSEC) by not being open and transparent and by deliberately endangering the authoritative root server system.

30. Further Section B paragraph 25 page 9 misrepresents the facts. The Respondent did not contract "with a back-end registry operator to, among other things, provide the fourth critical registry function." The Respondent did not fail "to pay its back-end provider and, on 29 September 2017, notified the Claimant that The Respondent's back-end provider planned to terminate services to Atgron on 30 November 2017." As stated previously if the Claimant had provided the information regarding EBERO fees as required by § 2.13 and § 3.1 of the

Agreement, two years of irreparable damage to the Respondent could have been avoided.

31. In Section B paragraph 26 page 9, the Claimant indicates an EBERO was designated on 8 December 2017, but [redacted] indicated in an email response to multiple queries regarding the emergency alerts that the plan between ICANN and [redacted] determined "blocking RDDS (WHOIS) is the safest event to trigger the transition process." **Ex. 9**, GDD emails. at ¶ 296. [redacted] of [redacted] further asserts "the transition event timing was discussed [between ICANN, [redacted] and [redacted]] and it commenced at the agreed time, Wednesday December 6th at 16:00 UTC.". **Ex. 9**, GDD emails. at ¶ 296. The Claimant's mediation brief substantiates the Respondent's claims in this arbitration brief. The new brief provided by the Claimant for arbitration proceedings contains no information from Section B of the Claimant's mediation brief.

C. ICANN's Non-Performance under Section 3.5.c and Specification 6

32. Section 3.5.c Authoritative Root Database states "To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System") ICANN shall use commercially reasonable efforts to (a) . . . and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement. . ." **Ex. 1,** Reg Agmt. ¶ 31.

33. On 7 December 2017 at 1:39:58 PM, [redacted] sent an urgent email to ATGRON and [redacted] stating the following, "There is another issue, two of the TLD name servers listed in the root zone for .wed respond with one IP address and the other two with other IP address." **Ex. 9**, GDD emails. at ¶ 300. This situation represents a more serious failure of another of the five critical functions, DNSSEC, of the internet as specified in Section 6 of

Specification 10 of the Agreement and the Registry Transition Processes **Ex. 6,** Reg Trans Proc. at ¶ 142.

34. As [redacted] states in his email on the same day , at ICANN's direction, [redacted] deliberately breached an emergency threshold for RDDS functions. Because the Respondent received no details regarding the plan for the breach, the Respondent and Respondent's DNS provider were shocked by the urgent calls from ICANN's Network Operations Center (NOC) and the movement of DNS from ATGRON's DNS provider to the EBERO provider in an unauthorized, unsecure manner. DNS keys are required to be securely transferred via signed key transfers as stated in Specification 6 Section 1.1.3 DNSSEC RFC 4033 of the Agreement. **Ex. 1,** Reg Agmt. ¶ 92. A secure signed transfer of signed digital keys did not occur.

35. The Claimant had no justification for breaching two of the five critical functions of the Agreement particularly when the breach was ultimately attributed to the Respondent in the 7 December 2017 Notification of Breach from ICANN to ATGRON. The EBERO Temporary Transition Process which is included by reference in Section 2.13 Emergency Transition of the Agreement, states "This temporary transition could also be initiated at the request of the registry operator if they are aware of or anticipate an inability to adequately provide the Critical Functions." **Ex. 6,** Reg Trans Proc. at ¶ 139. On 25 September 2017, ICANN offered to "help with extending [redacted]". **Ex. 9**, GDD emails. at ¶¶ 219-220. On November 27, 2017 after being made aware that [redacted] did not modify their contract payment terms, the Claimant's only response was to ask if ATGRON had contacted any other RSPs. **Ex. 9**, GDD emails. at ¶ 280.

36. After receiving only a response one response from an RSP, [redacted], (the RSP that purchased [redacted] in 2017) that could not provide the services the Respondent needed, the

Respondent informed the Claimant the EBERO would be required. The Respondent received no other meeting requests from ICANN or [redacted] except for notice from [redacted] that the breach event would occur on 4 December 2017, which it did not. **Ex. 9**, GDD emails. at ¶ 285. The Claimant implied they could have asked [redacted] to extend their services until a secure transfer of DNS keys could occur. **Ex. 9**, GDD emails. at ¶¶ 219-220. Violation of the security and stability of the internet could have been avoided.

37. The Claimant did not have an Agreement with [redacted], yet material information regarding the most serious breach of the contract was not shared with the Respondent. The breach transition plan has never been shared despite repeated requests by Respondent for all communications related to the activities that caused the breach. **Ex. 9**, GDD emails. at ¶ 336. The emergency breach was an unnecessary event contrived by ICANN in direct violation of §3.5 Authoritative Root Database and §3.1 Open and Transparent.

38. The Respondent has been forced to communicate with the ICANN Compliance Team and the GDD simultaneously since the breach occurred. The 7 December 2017 breach notification from the Compliance Team consists of a list of the emergency threshold issues caused by ICANN and [redacted] but subsequently attributed to ATGRON. **Ex. 11**, CC emails. at ¶¶ 450-451. At one point, the Compliance Team insisted the Respondent had to acknowledge fault for the breach.

39. The specific requirements to satisfy the breach as defined and redefined by the GDD on 12 January 2018, then 2 March 2018 and most recently on 18 February 2020 are not listed in the 7 December 2017 breach notification again in violation of Section 3.1 ICANN's Covenant to be Open and Transparent. **Ex. 9**, GDD emails. at ¶¶ 312 and 315-318 and 346-350. **Ex. 11**, CC emails. at ¶¶ 450-451. The Emergency Transition processes in Section 2.13 and the contracts

with EBERO providers were in place years before December 2017 and were deliberately not provided to the Respondent despite requests in advance of the emergency situation contrived by the Claimant. **Ex. 5,** ICANN Dec Trees. at ¶ 128. **Ex. 10**, Nom Con. at ¶ 335.

IV. ICANN CONFLICTS OF INTEREST

40. The aforementioned actions taken by the Claimant led the Respondent to conclude the breach on 7 December 2017 by the Claimant and its cohorts was pretextual and ICANN has no intention of allowing Respondent to regain control of the .wed gTLD. During the application process, .wed and .wedding were evaluated as possibly confusing to the public but were ultimately determined to be different enough for both to be delegated to the internet. [redacted]

41. In addition, if the Agreement with the Respondent is terminated by ICANN, the .wed TLD will be auctioned by ICANN to the highest bidder. Only 17% of the 1400 new gTLDs applied for were three digit extensions like .com and .org and [redacted]. [redacted] ICANN commissioned an independent report on its Conflict of Interest policy after [redacted]

[redacted]. **Ex. 17,** Conf Int. at ¶¶ 722-725.

42. ICANN had a contract with the Department of Commerce (DOC) which was closed out in 2016 three years before the contract options expired in 2019. **Ex. 17,** Conf Int. at ¶¶ 728 and 798. The DOC staff now direct complainants to a Washington Post article regarding the expiration of the DOC contract. **Ex. 17,** Conf Int. at ¶¶ 794-797. On 21 June 2014, Ms. McAdory wrote letters to then Secretary of Commerce Penny Pritzker and to the DOC Inspector General. [redacted]. The Claimant's GDD is an organization with no oversight over the staff other than a complicit Board of Directors which manages the Registry Operator and Registrar groups in an industry with no competitors.

43. The Respondent did not pursue ICANN's Board Reconsideration process in this matter due to five previous rejections of submissions. **Ex. 14**. In October 2013, the Respondent submitted a Registry Services Evaluation Policy ("RSEP") application to sell third-level registrations. **Ex. 15**, Atg RSEP. at ¶ 614. Third level registrations are sold by .name, .coop and .pro. **Ex. 15**, Atg RSEP. at ¶ 716 and 717.. The Respondent was told that new gTLDs were technically different from legacy gTLDs and therefore the amendment to the agreement must be different from the simple language of the previous agreements. **Ex. 15**, Atg RSEP. at ¶ 630. Contrary to this advisement, .pro, a legacy gTLD, signed a contract renewal on 1 October 2015 based upon the new gTLD contract and a simple amendment allowing .pro to sell third level

registrations was included. The Board rejected all requests for Reconsideration and the Respondent abandoned the RSEP in 2016 to avoid any issues with the MSA process.

V. DAMAGES

44. The Net Present Value of the Respondent's lost revenue is [redacted]. **Ex. 18,** NPV. at ¶¶ 843-845. The loss of all gains accrued due to marketing expenses is [redacted]. **Ex. 19** Mktg Rec at ¶ 846.

45. The damage ATGRON has sustained from a two year suspension of marketing and sales is not only in the lack of domain name registrations which were averaging 200 per year in 2017 and as of March 2020 are at 20. The very nature of increased domain names sales is the result of people seeing the domain name in use on the internet and knowing it exists.

46. The Respondent's staff is committed to the success of this business. ATGRON shot a commercial and tried to get crowd-funding support for a Super Bowl spot. ATGRON also has animated mini-movies featuring the .wed Super Hero in English, Spanish, German, French and Russian as well as translations in 20 languages on the main page and all FAQs on the website, www.get.wed. ATGRON has 41 thousand followers on Facebook, all paid for by advertising on Facebook. ATGRON staff attended bridal shows in the US, Canada and Australia. Ms. McAdory was interviewed by the Washington Post, the Toronto Star, NPR Morning Edition and written up in the New Pittsburgh Courier. Ms. McAdory has invested thousands of dollars over and above the $185,000 application fee paid to ICANN for the .wed gTLD and has done nothing to warrant the level of malfeasance endured over the last two years.

VI. REQUEST FOR RELIEF

47. As a result of the Claimant's violation of Article 5 Section 5.4 of the Agreement the Respondent claims the following relief:

A. The complete dismissal and expungement of the breach notice sent to ATGRON on 7 December 2017 such that the Article 4 Section 4.2.a Renewal provisions for auto-renewal of the Agreement for another ten (10) years remain in force.

B. ATGRON also requests ICANN allow ATGRON to regain control of operation of the .wed gTLD as soon as Technical Testing is complete without the additional steps to complete the "Registry Transition Process with Proposed Successor" due to the circumstances upon which ATGRON was deprived of the operations of the .wed gTLD for two years. **Ex. 6,** Reg Trans Proc. at ¶¶ 134-137.

C. The immediate provision of answers to the questions posed to the GDD in January 2020 for the MSA Transition Plan. **Ex. 12**, ICANN Portal. at ¶ 540.

D. Specific written guidance within 48 hours to remedy all issues discovered during Technical and Simulation Testing for the MSA.

E. An immediate closure of the Respondent's October 2013 RSEP and amendment to the Agreement to allow the Respondent to sell third level registrations with the same language as the .pro Agreement with the list of .wed extensions requested. **Ex. 15**, Atg RSEP. at ¶¶ 662-663.

48. Pursuant to California Civil Code 1671 the Respondent asserts the actions of the Claimant have caused irreparable damage to the Respondent and as such provides claims per California Civil Code §1671 that Section 5.3 Limitation of Liability of the Agreement is unreasonable and actual damages should be awarded. The request for the waiver of fees in the Agreement is not an offset per section 7.4 in the Agreement. The immediacy of the need to resolve this situation requires this course of action. Therefore the following relief is requested:

F. Waiver of current and future §6.1 Registry-Level Operator fees and any §6.6 Additional Fee on Late Payments owed until the renewal of the Agreement in October 2023.

G. The waiver of the $4,000 Technical Testing fee for the MSA process.

H. The return of the $18,000 COI which was released to all other Operators as of six year after signing the Agreement if no breach occurred. **Ex. 10**, Nom Con. at ¶ 411.

I. Removal of the $12,420 GDD Financial Evaluation requirement.

VII. CONCLUSION

For the reasons stated herein, Respondent prays the relief requested will be granted.

Respectfully submitted,

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INTERNATIONAL COURT OF ARBITRATION
INTERNATIONAL CHAMBER OF COMMERCE

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, Claimant, v. ATGRON, INC. Respondent.	)	Case: 25074/MK

RESPONDENT'S EXHIBITS

Dated: 31 March 2020

Adrienne McAdory
Atgron, Inc.
[redacted]

Pro Se

LIST OF EXHIBITS

Respondent, Atgron, Inc, hereby discloses the following list of exhibits in support of its Answer for Arbitration. Respondent reserves the right to amend, supplement, or modify these exhibits.

Ex. 1 Registry Agreement 023-111
Ex. 2 ICANN Terms and Conditions 112-113
Ex. 3 ATGRON Explanation and Terms and Conditions 114-116
Ex. 4 ICANN Mediation Brief 117-127
Ex. 5 ICANN Decision Trees 128-131
Ex. 6 ICANN Registry Transition Processes 132-146
Ex. 7 New gTLD Applicant Guidebook 147-199
Ex. 8 Material Subcontracting Arrangement Guide 200-214
Ex. 9 ICANN GDD emails 215-353
Ex. 10 Nominet EBERO Contract 354-447
Ex. 11 ICANN Contract Compliance emails 448-533
Ex. 12 ATGRON Portal Submissions for MSA 534-542
Ex. 13 ATGRON Breach Notification to ICANN 543-557
Ex. 14 ATGRON Board Reconsideration Requests and Determinations 558-613
Ex. 15 ATGRON RSEP and other related gTLD documentation 614-717
Ex. 16 New gTLD Stats spreadsheet 718-721
Ex. 17 ICANN Conflict of Interest information 722-842
Ex. 18 NPV Calculation of ATGRON Losses 843-845
Ex. 19 ATGRON Marketing Expenses 846-874

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and Atgron, Inc., a Delaware corporation ("Registry Operator").

ARTICLE 1.

DELEGATION AND OPERATION OF TOP–LEVEL DOMAIN; REPRESENTATIONS AND WARRANTIES

1.1 Domain and Designation. The Top-Level Domain to which this Agreement applies is **.wed** (the "TLD"). Upon the Effective Date and until the earlier of the expiration of the Term (as defined in Section 4.1) or the termination of this Agreement pursuant to Article 4, ICANN designates Registry Operator as the registry operator for the TLD, subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone.

1.2 Technical Feasibility of String. While ICANN has encouraged and will continue to encourage universal acceptance of all top-level domain strings across the Internet, certain top-level domain strings may encounter difficulty in acceptance by ISPs and webhosters and/or validation by web applications. Registry Operator shall be responsible for ensuring to its satisfaction the technical feasibility of the TLD string prior to entering into this Agreement.

1.3 Representations and Warranties.

(a) Registry Operator represents and warrants to ICANN as follows:

(i) all material information provided and statements made in the registry TLD application, and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN;

(ii) Registry Operator is duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the preamble hereto, and Registry Operator has all requisite power and authority and has obtained all necessary approvals to enter into and duly execute and deliver this Agreement; and

(iii) Registry Operator has delivered to ICANN a duly executed instrument that secures the funds required to perform registry functions for the TLD in the event of the termination or expiration of this Agreement (the "Continued Operations Instrument"), and such instrument is a binding

obligation of the parties thereto, enforceable against the parties thereto in accordance with its terms.

(b) ICANN represents and warrants to Registry Operator that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and has obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

ARTICLE 2.

COVENANTS OF REGISTRY OPERATOR

Registry Operator covenants and agrees with ICANN as follows:

2.1 Approved Services; Additional Services. Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2.1 in the Specification 6 attached hereto ("Specification 6") and such other Registry Services set forth on Exhibit A (collectively, the "Approved Services"). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a material modification to an Approved Service (each, an "Additional Service"), Registry Operator shall submit a request for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at http://www.icann.org/en/registries/rsep/rsep.html, as such policy may be amended from time to time in accordance with the bylaws of ICANN (as amended from time to time, the "ICANN Bylaws") applicable to Consensus Policies (the "RSEP"). Registry Operator may offer Additional Services only with the written approval of ICANN, and, upon any such approval, such Additional Services shall be deemed Registry Services under this Agreement. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

2.2 Compliance with Consensus Policies and Temporary Policies. Registry Operator shall comply with and implement all Consensus Policies and Temporary 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 the ICANN Bylaws, provided such future Consensus Polices and Temporary Policies are adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth in Specification 1 attached hereto ("Specification 1").

2.3 Data Escrow. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2").

2.4 Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").

2.5 Publication of Registration Data. Registry Operator shall provide public access to registration data in accordance with Specification 4 attached hereto ("Specification 4").

2.6 Reserved Names. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall comply with the requirements set forth in Specification 5 attached hereto ("Specification 5"). Registry Operator may at any time establish or modify policies concerning Registry Operator's ability to reserve (i.e., withhold from registration or allocate to Registry Operator, but not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion. Except as specified in Specification 5, if Registry Operator is the registrant for any domain names in the registry TLD, such registrations must be through an ICANN accredited registrar, and will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1.

2.7 Registry Interoperability and Continuity. Registry Operator shall comply with the Registry Interoperability and Continuity Specifications as set forth in Specification 6 attached hereto ("Specification 6").

2.8 Protection of Legal Rights of Third Parties. Registry Operator must specify, and comply with, the processes and procedures for launch of the TLD and initial registration-related and ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto ("Specification 7"). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Any changes or modifications to the process and procedures required by Specification 7 following the Effective Date must be approved in advance by ICANN in writing. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Specification 7, subject to Registry Operator's right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law.

2.9 Registrars.

(a) All domain name registrations in the TLD must be registered through an ICANN accredited registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Subject to the requirements of Specification 11, Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory

agreement with all registrars authorized to register names in the TLD (the "Registry-Registrar Agreement"). Registry Operator may amend the Registry-Registrar Agreement from time to time; provided, however, that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on any registrar. Registry Operator will provide ICANN and all registrars authorized to register names in the TLD at least fifteen (15) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any registrar. During such period, ICANN will determine whether such proposed revisions are immaterial, potentially material or material in nature. If ICANN has not provided Registry Operator with notice of its determination within such fifteen (15) calendar-day period, ICANN shall be deemed to have determined that such proposed revisions are immaterial in nature. If ICANN determines, or is deemed to have determined under this Section 2.9(a), that such revisions are immaterial, then Registry Operator may adopt and implement such revisions. If ICANN determines such revisions are either material or potentially material, ICANN will thereafter follow its procedure regarding review and approval of changes to Registry-Registrar Agreements at <http://www.icann.org/en/resources/registries/rra-amendment-procedure>, and such revisions may not be adopted and implemented until approved by ICANN.

(b) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will treat such contract or related documents that are appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15 (except that ICANN may disclose such contract and related documents to relevant competition authorities). ICANN reserves the right, but not the obligation, to refer any such contract, related documents, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, related documents, transaction or other arrangement might raise significant competition issues under applicable law. If feasible and appropriate under the circumstances, ICANN will give Registry Operator advance notice prior to making any such referral to a competition authority.

(c) For the purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "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.

2.10 Pricing for Registry Services.

(a) With respect to initial domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying or other programs which had the effect of reducing the price charged to registrars, unless such refunds, rebates, discounts, product tying or other programs are of a limited duration that is clearly and conspicuously disclosed to the registrar when offered) of no less than thirty (30) calendar days. Registry Operator shall offer registrars the option to obtain initial domain name registrations for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(b) With respect to renewal of domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying, Qualified Marketing Programs or other programs which had the effect of reducing the price charged to registrars) of no less than one hundred eighty (180) calendar days. Notwithstanding the foregoing sentence, with respect to renewal of domain name registrations: (i) Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to (A) for the period beginning on the Effective Date and ending twelve (12) months following the Effective Date, the initial price charged for registrations in the TLD, or (B) for subsequent periods, a price for which Registry Operator provided a notice pursuant to the first sentence of this Section 2.10(b) within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Registry Operator need not provide notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. Registry Operator shall offer registrars the option to obtain domain name registration renewals at the current price (i.e., the price in place prior to any noticed increase) for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(c) In addition, Registry Operator must have uniform pricing for renewals of domain name registrations ("Renewal Pricing"). For the purposes of determining Renewal Pricing, the price for each domain registration renewal must be identical to the price of all other domain name registration renewals in place at the time of such renewal, and such price must take into account universal application of any refunds, rebates, discounts, product tying or other programs in place at the time of renewal. The foregoing requirements of this Section 2.10(c) shall not apply for (i) purposes of determining Renewal Pricing if the registrar has provided Registry Operator with documentation that demonstrates that the applicable registrant expressly agreed in its registration agreement with registrar to higher Renewal Pricing at the time of the initial registration of the domain name following clear and conspicuous disclosure of such Renewal Pricing to such registrant, and (ii) discounted Renewal Pricing pursuant to a Qualified Marketing Program (as defined below). The parties acknowledge that the purpose of this Section 2.10(c) is to prohibit abusive and/or discriminatory Renewal Pricing practices imposed by Registry

Operator without the written consent of the applicable registrant at the time of the initial registration of the domain and this Section 2.10(c) will be interpreted broadly to prohibit such practices. For purposes of this Section 2.10(c), a "Qualified Marketing Program" is a marketing program pursuant to which Registry Operator offers discounted Renewal Pricing, provided that each of the following criteria is satisfied: (i) the program and related discounts are offered for a period of time not to exceed one hundred eighty (180) calendar days (with consecutive substantially similar programs aggregated for purposes of determining the number of calendar days of the program), (ii) all ICANN accredited registrars are provided the same opportunity to qualify for such discounted Renewal Pricing; and (iii) the intent or effect of the program is not to exclude any particular class(es) of registrations (e.g., registrations held by large corporations) or increase the renewal price of any particular class(es) of registrations. Nothing in this Section 2.10(c) shall limit Registry Operator's obligations pursuant to Section 2.10(b).

(d) Registry Operator shall provide public query-based DNS lookup service for the TLD (that is, operate the Registry TLD zone servers) at its sole expense.

2.11 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit during regular business hours and in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information reasonably necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15.

(b) Any audit conducted pursuant to Section 2.11(a) will be at ICANN's expense, unless (i) Registry Operator (A) controls, is controlled by, is under common control or is otherwise Affiliated with, any ICANN accredited registrar or registrar reseller or any of their respective Affiliates, or (B) has subcontracted the provision of Registry Services to an ICANN accredited registrar or registrar reseller or any of their respective Affiliates, and, in either case of (A) or (B) above, the audit relates to Registry Operator's compliance with Section 2.14, in which case Registry Operator shall reimburse ICANN for

all reasonable costs and expenses associated with the portion of the audit related to Registry Operator's compliance with Section 2.14, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% in a given quarter to ICANN's detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. In either such case of (i) or (ii) above, such reimbursement will be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(c) Notwithstanding Section 2.11(a), if Registry Operator is found not to be in compliance with its representations and warranties contained in Article 1 of this Agreement or its covenants contained in Article 2 of this Agreement in two consecutive audits conducted pursuant to this Section 2.11, ICANN may increase the number of such audits to one per calendar quarter.

(d) Registry Operator will give ICANN immediate notice of Registry Operator's knowledge of the commencement of any of the proceedings referenced in Section 4.3(d) or the occurrence of any of the matters specified in Section 4.3(f).

2.12 Continued Operations Instrument. Registry Operator shall comply with the terms and conditions relating to the Continued Operations Instrument set forth in Specification 8 attached hereto ("Specification 8").

2.13 Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at <http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13. In addition, in the

event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument.

2.14 Registry Code of Conduct. In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in Specification 9 attached hereto ("Specification 9").

2.15 Cooperation with Economic Studies. If ICANN initiates or commissions an economic study on the impact or functioning of new generic top-level domains on the Internet, the DNS or related matters, Registry Operator shall reasonably cooperate with such study, including by delivering to ICANN or its designee conducting such study all data related to the operation of the TLD reasonably necessary for the purposes of such study requested by ICANN or its designee, provided, that Registry Operator may withhold (a) any internal analyses or evaluations prepared by Registry Operator with respect to such data and (b) any data to the extent that the delivery of such data would be in violation of applicable law. Any data delivered to ICANN or its designee pursuant to this Section 2.15 that is appropriately marked as confidential (as required by Section 7.15) shall be treated as Confidential Information of Registry Operator in accordance with Section 7.15, provided that, if ICANN aggregates and makes anonymous such data, ICANN or its designee may disclose such data to any third party. Following completion of an economic study for which Registry Operator has provided data, ICANN will destroy all data provided by Registry Operator that has not been aggregated and made anonymous.

2.16 Registry Performance Specifications. Registry Performance Specifications for operation of the TLD will be as set forth in Specification 10 attached hereto ("Specification 10"). Registry Operator shall comply with such Performance Specifications and, for a period of at least one (1) year, shall keep technical and operational records sufficient to evidence compliance with such specifications for each calendar year during the Term.

2.17 Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Specification 11 attached hereto ("Specification 11").

2.18 Personal Data. Registry Operator shall (i) notify each ICANN-accredited registrar that is a party to the registry-registrar agreement for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data") submitted to Registry Operator by such registrar is collected and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

ARTICLE 3.

COVENANTS OF ICANN

ICANN covenants and agrees with Registry Operator as follows:

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

3.2 Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

3.3 TLD Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at http://www.iana.org/domains/root/ will be implemented by ICANN within seven (7) calendar days or as promptly as feasible following technical verifications.

3.4 Root-zone Information Publication. ICANN's publication of root-zone contact information for the 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 at http://www.iana.org/domains/root/.

3.5 Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System"), ICANN shall use commercially reasonable efforts to (a) ensure that the authoritative root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (b) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN publicly available policies and procedures, and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement and ICANN shall have no liability in the event that any third party (including any governmental entity or internet service provider) blocks or restricts access to the TLD in any jurisdiction.

ARTICLE 4.

TERM AND TERMINATION

4.1 Term. The term of this Agreement will be ten (10) years from the Effective Date (as such term may be extended pursuant to Section 4.2, the "Term").

4.2 Renewal.

(a) This Agreement will be renewed for successive periods of ten (10) years upon the expiration of the initial Term set forth in Section 4.1 and each successive Term, unless:

(i) Following notice by ICANN to Registry Operator of a fundamental and material breach of Registry Operator's covenants set forth in Article 2 or breach of its payment obligations under Article 6 of this Agreement, which notice shall include with specificity the details of the alleged breach, and such breach has not been cured within thirty (30) calendar days of such notice, (A) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator has been in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (B) Registry Operator has failed to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction; or

(ii) During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) or a court of competent jurisdiction on at least three (3) separate occasions to have been in (A) fundamental and material breach (whether or not cured) of Registry Operator's covenants set forth in Article 2 or (B) breach of its payment obligations under Article 6 of this Agreement.

(b) Upon the occurrence of the events set forth in Section 4.2(a) (i) or (ii), the Agreement shall terminate at the expiration of the then-current Term.

4.3 Termination by ICANN.

(a) ICANN may, upon notice to Registry Operator, terminate this Agreement if: (i) Registry Operator fails to cure (A) any fundamental and material breach of Registry Operator's representations and warranties set forth in Article 1 or covenants set forth in Article 2, or (B) any breach of Registry Operator's payment obligations set forth in Article 6 of this Agreement, each within thirty (30) calendar days after ICANN gives Registry Operator notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (iii) Registry Operator fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement if Registry Operator fails to complete all testing and procedures (identified by ICANN in writing to Registry Operator prior to the date hereof) for delegation of the TLD

into the root zone within twelve (12) months of the Effective Date. Registry Operator may request an extension for up to additional twelve (12) months for delegation if it can demonstrate, to ICANN's reasonable satisfaction, that Registry Operator is working diligently and in good faith toward successfully completing the steps necessary for delegation of the TLD. Any fees paid by Registry Operator to ICANN prior to such termination date shall be retained by ICANN in full.

(c) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator fails to cure a material breach of Registry Operator's obligations set forth in Section 2.12 of this Agreement within thirty (30) calendar days of delivery of notice of such breach by ICANN, or if the Continued Operations Instrument is not in effect for greater than sixty (60) consecutive calendar days at any time following the Effective Date, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in material breach of such covenant, and (iii) Registry Operator fails to cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement, or (vi) Registry Operator 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 or the operation of the TLD.

(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7 or Sections 2 and 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.

(f) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator knowingly employs any officer who 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 officer is not terminated within thirty (30) calendar days of Registry Operator's knowledge of the foregoing, or (ii) any member of Registry Operator'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 Registry Operator's board of directors or similar governing body within thirty (30) calendar days of Registry Operator's knowledge of the foregoing.

(g) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement as specified in Section 7.5.

4.4 Termination by Registry Operator.

(a) Registry Operator may terminate this Agreement upon notice to ICANN if (i) ICANN fails to cure any fundamental and material breach of ICANN's covenants set forth in Article 3, within thirty (30) calendar days after Registry Operator gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that ICANN is in fundamental and material breach of such covenants, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) Registry Operator may terminate this Agreement for any reason upon one hundred eighty (180) calendar day advance notice to ICANN.

4.5 Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that (i) ICANN will take into consideration any intellectual property rights of Registry Operator (as communicated to ICANN by Registry Operator) in determining whether to transition operation of the TLD to a successor registry operator and (ii) if Registry Operator demonstrates to ICANN's reasonable satisfaction that (A) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator or its Affiliates for their exclusive use, (B) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (C) transitioning operation of the TLD is not necessary to protect the public interest, then ICANN may not transition operation of the TLD to a successor registry operator upon the expiration or termination of this Agreement without the consent of Registry Operator (which shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the foregoing sentence shall not prohibit ICANN from delegating the TLD pursuant

to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement.

4.6 Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition, Article 5, Article 7, Section 2.12, Section 4.5, and this Section 4.6 shall survive the expiration or termination of this Agreement. For the avoidance of doubt, the rights of Registry Operator to operate the registry for the TLD shall immediately cease upon any expiration of the Term or termination of this Agreement.

ARTICLE 5.

DISPUTE RESOLUTION

5.1 Mediation. In the event of any dispute arising under or in connection with this Agreement, before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).

(b) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated

as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.2. The mediator may not testify for either party in any later proceeding relating to the dispute.

(c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other party pursuant to the mediation that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15.

(d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.2 below.

5.2 Arbitration. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 or Section 5.4 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 7.15) as

Confidential Information of such other party in accordance with Section 7.15. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement will not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any). Registry Operator's aggregate monetary liability to ICANN for breaches of this Agreement will be limited to an amount equal to the fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any), and punitive and exemplary damages, if any, awarded in accordance with Section 5.2, except with respect to Registry Operator's indemnification obligations pursuant to Section 7.1 and Section 7.2. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided in Section 5.2. Except as otherwise provided in this Agreement, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

5.4 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 arbitrator or court of competent jurisdiction specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

ARTICLE 6.

FEES

6.1 Registry-Level Fees.

(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the

aggregate (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the date on which the TLD is delegated in the DNS to Registry Operator. The first quarterly payment of the registry-level fixed fee will be prorated based on the number of calendar days between the delegation date and the end of the calendar quarter in which the delegation date falls.

(b) Subject to Section 6.1(a), Registry Operator shall pay the Registry-Level Fees on a quarterly basis to an account designated by ICANN within thirty (30) calendar days following the date of the invoice provided by ICANN.

6.2 Cost Recovery for RSTEP. Requests by Registry Operator for the approval of Additional Services pursuant to Section 2.1 may be referred by ICANN to the Registry Services Technical Evaluation Panel ("RSTEP") pursuant to that process at http://www.icann.org/en/registries/rsep/. In the event that such requests are referred to RSTEP, Registry Operator shall remit to ICANN the invoiced cost of the RSTEP review within fourteen (14) calendar days of receipt of a copy of the RSTEP invoice from ICANN, unless ICANN determines, in its sole and absolute discretion, to pay all or any portion of the invoiced cost of such RSTEP review.

6.3 Variable Registry-Level Fee.

(a) If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a registry-registrar agreement with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 6.3); provided, that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably

determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(b) The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US$0.25 per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

6.4 Pass Through Fees. Registry Operator shall pay to ICANN (i) a one-time fee equal to US$5,000 for access to and use of the Trademark Clearinghouse as described in Specification 7 (the "RPM Access Fee") and (ii) an amount specified by ICANN not to exceed US$0.25 per Sunrise Registration and Claims Registration (as such terms are used in Trademark Clearinghouse RPMs incorporated herein pursuant to Specification 7) (the "RPM Registration Fee"). The RPM Access Fee will be invoiced as of the Effective Date of this Agreement, and Registry Operator shall pay such fee to an account specified by ICANN within thirty (30) calendar days following the date of the invoice. ICANN will invoice Registry Operator quarterly for the RPM Registration Fee, which shall be due in accordance with the invoicing and payment procedure specified in Section 6.1.

6.5 Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then-current fees set forth in Section 6.1 and Section 6.3 may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such adjustment. Any fee adjustment under this Section 6.5 shall be effective as of the first day of the first calendar quarter following at least thirty (30) days after ICANN's delivery to Registry Operator of such fee adjustment notice.

6.6 Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE 7.

MISCELLANEOUS

7.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Registry Services, provided that Registry Operator shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose: (i) due to the actions or omissions of ICANN, its subcontractors, panelists or evaluators specifically related to and occurring during the registry TLD application process (other than actions or omissions requested by or for the benefit of Registry Operator), or (ii) due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This Section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties' respective obligations hereunder. Further, this Section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court of competent jurisdiction or arbitrator.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Article 6 hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator's liability under Section 7.1(a) pursuant to this Section 7.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to ICANN as set forth in Section 7.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

7.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 7.1 above, ICANN shall provide notice thereof to Registry

Operator as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN's policies, Bylaws or conduct. ICANN shall cooperate, at Registry Operator's cost and expense, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is fully indemnified by Registry Operator will be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section 7.2, ICANN will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator and Registry Operator shall cooperate in such defense.

7.3 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

7.4 No Offset. All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

7.5 Change of Control; Assignment and Subcontracting. Except as set forth in this Section 7.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not

be unreasonably withheld. For purposes of this Section 7.5, a direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any Critical Function (as identified in Section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 7.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall comply with the Registry Transition Process.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the

consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment.

7.6 Amendments and Waivers.

(a) If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein) and all other registry agreements between ICANN and the Applicable Registry Operators (the "Applicable Registry Agreements") is desirable (each, a "Special Amendment"), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 7.6; provided that a Special Amendment may not be a Restricted Amendment.

(b) Prior to submitting a Special Amendment for Registry Operator Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such 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 proposed amendment to the Applicable Registry Operators in accordance with Section 7.9. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registry Operators).

(c) If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registry Operators. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable

Registry Operators, such Special Amendment receives Registry Operator Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registry Operators, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registry Operator (the "Amendment Effective Date"). In the event that a Special Amendment does not receive Registry Operator Approval, the Special Amendment shall be deemed not approved by the Applicable Registry Operators (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

(d) If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of Specification 1, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registry Operator shall comply with its obligations pursuant to Section 2.2 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 7.6(d), the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.

(e) If (a) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of Specification 1, (b) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (c) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (A) recommends adoption of the Rejected Amendment as Consensus Policy or (B) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

(i) the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

(ii) the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

(iii) to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registry Operators, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

(iv) the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

(v) following such public comment period, the ICANN Board of Directors must (a) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (b) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registry Operator Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 7.6(f), be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registry Operator (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registry fees charged by ICANN hereunder, or amend this Section 7.6.

(f) Notwithstanding the provisions of Section 7.6(e), a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registry Operators, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

(i) sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

(ii) addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

(iii) compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registry Operators, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses (i) through (iii) in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registry Operator Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registry Operator, which effective date shall deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registry Operator Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registry Operator Approval within thirty (30) calendar days of submission of such Alternative Amendment to the Applicable Registry Operators (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registry Operator (which

effective date shall deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 7.6(f)(i) through 7.6(f)(iii). The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 7.6(e)(i) through 7.6(e)(v).

(g) In the event that Registry Operator believes an Approved Amendment does not meet the substantive requirements set out in this Section 7.6 or has been adopted in contravention of any of the procedural provisions of this Section 7.6, Registry Operator may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Article 5, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registry Operator of the Approved Amendment, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

(h) Registry Operator may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registry Operator of such Approved Amendment. 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 Registry Operator. An Exemption Request may only be granted upon a clear and convincing showing by Registry Operator 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 Registry Operator. 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. 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. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. 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 Registry Operator 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 Article 5. 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 Registry Operator that are approved by ICANN pursuant to this Section 7.6(j), agreed to by ICANN following mediation pursuant to Section 5.1 or through an arbitration decision pursuant to Section 5.2 shall exempt Registry Operator from any Approved Amendment, and no Exemption Request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement or exempt Registry Operator from any Approved Amendment.

(i) Except as set forth in this Section 7.6, Section 7.7 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, and nothing in this Section 7.6 or Section 7.7 shall restrict ICANN and Registry Operator from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Sections 7.6 or 7.7 shall be deemed to limit Registry Operator's obligation to comply with Section 2.2.

(j) For purposes of this Section 7.6, the following terms shall have the following meanings:

(i) "Applicable Registry Operators" means, collectively, the registry operators of top-level domains party to a registry agreement that contains a provision similar to this Section 7.6, including Registry Operator.

(ii) "Registry Operator Approval" means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators whose payments to ICANN accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable, at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.

(iii) "Restricted Amendment" means the following: (A) an amendment of Specification 1, (B) except to the extent addressed in Section

2.10 hereof, an amendment that specifies the price charged by Registry Operator to registrars for domain name registrations, (C) an amendment to the definition of Registry Services as set forth in the first paragraph of Section 2.1 of Specification 6, or (D) an amendment to the length of the Term.

(iv) "Substantial and Compelling Reason in the Public Interest" means a reason that is justified by an important, specific, and articulated public interest goal that is within ICANN's mission and consistent with a balanced application of ICANN's core values as defined in ICANN's Bylaws.

(v) "Working Group" means representatives of the Applicable Registry Operators and other members of the community that the Registry Stakeholders Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registry Agreements (excluding bilateral amendments pursuant to Section 7.6(i)).

(k) Notwithstanding anything in this Section 7.6 to the contrary, (i) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for Approved Amendment to become effective with respect to Registry Operator, and (ii) no Approved Amendment adopted pursuant to Section 7.6 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.7 Negotiation Process.

(a) If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registry Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may (i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.7 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve (12) month period beginning on July 1, 2014.

(b) Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group (as defined in Section 7.6) shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

(c) If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed

Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval (as defined in Section 7.6) and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(d) If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position paper with respect thereto on ICANN's website.

(i) The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, who has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.7(d)(i).

(ii) The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

(iv) If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(v) If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.7(e)(ii) below.

(e) If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.2, subject to the requirements and limitations of this Section 7.7(e).

(i) If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, the Working Group or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators), and information regarding such comments and consideration shall be provided to a three (3) person arbitrator panel. Each party may modify its Proposed Revisions before and after the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. Except as set forth in this Section 7.7, the arbitration shall be conducted pursuant to Section 5.2.

(ii) No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed

Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Articles 1, 3 and 6; Sections 2.1, 2.2, 2.5, 2.7, 2.9, 2.10, 2.16, 2.17, 2.19, 4.1, 4.2, 7.3, 7.6, 7.7, 7.8, 7.10, 7.11, 7.12, 7.13, 7.14, 7.16; Section 2.8 and Specification 7 (but only to the extent such Proposed Revisions seek to implement an RPM not contemplated by Sections 2.8 and Specification 7); Exhibit A; and Specifications 1, 4, 6, 10 and 11.

(iii) The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

(iv) No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registry Operator Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

(v) In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registry Operators and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator and deemed an Approved Amendment hereunder.

(f) With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registry may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 7.6.

(g) Notwithstanding anything in this Section 7.7 to the contrary, (a) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registry Operator, and (b) no Approved Amendment adopted pursuant to Section 7.7 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

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

7.9 General Notices. Except for notices pursuant to Sections 7.6 and 7.7, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this Agreement. All notices under Sections 7.6 and 7.7 shall be given by both posting of the applicable information on ICANN's web site and transmission of such information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Other than notices under Sections 7.6 or 7.7, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. Any notice required by Sections 7.6 or 7.7 will be deemed to have been given when electronically posted on ICANN's website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
Telephone: +1-310-301-5800
Facsimile: +1-310-823-8649
Attention: President and CEO

With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:
Atgron, Inc
9435 Lorton Market St #174
Lorton, VA 22079
US
Attn: Adrienne McAdory, President & CEO
Telephone: +1 (301) 375-0748
Fax: +1 (202) 595-9095
Email: amcadory@atgron.com

7.10 Entire Agreement. This Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 English Language Controls. Notwithstanding any translated version of this Agreement and/or specifications that may be provided to Registry Operator, the English language version of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

7.12 Ownership Rights. Nothing contained in this Agreement shall be construed as (a) establishing or granting to Registry Operator any property ownership rights or interests of Registry Operator in the TLD or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of Registry Operator.

7.13 Severability; Conflicts with Laws. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible. ICANN and the Working Group will mutually cooperate to develop an ICANN procedure for ICANN's review and consideration of alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement. Until such procedure is developed and implemented by ICANN, ICANN will review and consider alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement in a manner similar to ICANN's Procedure For Handling WHOIS Conflicts with Privacy Law.

7.14 Court Orders. ICANN will respect any order from a court of competent jurisdiction, including any orders from any jurisdiction where the consent or non-objection of the government was a requirement for the delegation of the TLD. Notwithstanding any other provision of this Agreement, ICANN's implementation of any such order will not be a breach of this Agreement

7.15 Confidentiality

(a) Subject to Section 7.15(c), during the Term and for a period of three (3) years thereafter, each party shall, and shall cause its and its Affiliates' officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential

trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement.

(b) The confidentiality obligations under Section 7.15(a) shall not apply to any Confidential Information that (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving party in breach of this Agreement, (ii) can be demonstrated by documentation or other competent proof to have been in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality with respect to such information, (iii) is subsequently received by the receiving party from a third party who is not bound by any obligation of confidentiality with respect to such information, (iv) has been published by a third party or otherwise enters the public domain through no fault of the receiving party, or (v) can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving party without reference to the disclosing party's Confidential Information.

(c) Each party shall have the right to disclose Confidential Information to the extent that such disclosure is (i) made in response to a valid order of a court of competent jurisdiction or, if in the reasonable opinion of the receiving party's legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving party shall first have given notice to the disclosing party and given the disclosing party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information that is the subject of such order or other applicable law be held in confidence by such court or other third party recipient, unless the receiving party is not permitted to provide such notice under such order or applicable law, or (ii) made by the receiving party or any of its Affiliates to its or their attorneys, auditors, advisors, consultants, contractors or other third parties for use by such person or entity as may be necessary or useful in connection with the performance of the activities under this Agreement, provided that such third party is bound by confidentiality obligations at least as stringent as those set forth herein, either by written agreement or through professional responsibility standards.

* * * * *

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Generic Domains Division

ATGRON, INC.

By: _____
Adrienne McAdory
President & CEO

EXHIBIT A

Approved Services

The ICANN gTLD Applicant Guidebook (located at http://newgtlds.icann.org/en/applicants/agb) and the RSEP specify processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the effective date of the Agreement, and Registry Operator may provide such services:

1. DNS Service – TLD Zone Contents

Notwithstanding anything else in this Agreement, as indicated in section 2.2.3.3 of the gTLD Applicant Guidebook, permissible contents for the TLD's zone are:

1.1. Apex SOA record

1.2. Apex NS records and in-bailiwick glue for the TLD's DNS servers

1.3. NS records and in-bailiwick glue for DNS servers of registered names in the TLD

1.4. DS records for registered names in the TLD

1.5. Records associated with signing the TLD zone (i.e., RRSIG, DNSKEY, NSEC, and NSEC3)

(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)

If Registry Operator wishes to place any DNS resource record type into its TLD DNS zone (other than those listed in Sections 1.1 through 1.5 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.

2. Registry Super-Lock

Registry Operator may offer the Registry Super-Lock service, which is a registry service that allows an authorized representative from the sponsoring Registrar to request the activation or deactivation of the following EPP statuses: serverUpdateProhibited, serverDeleteProhibited, serverTransferProhibited and serverRenewProhibited. In addition a Registry Super-Locked domain name does not expire. The deactivation of the Registry Super-Lock requires the use of two factor authentication tokens by the Registrar.

3. Searchable Whois

Notwithstanding anything else in this Agreement, Registry Operator must offer a searchable Whois service compliant with the requirements described in Section 1.10 of Specification 4 of this Agreement.

Registry Operator must make available the services only to authenticated users after they logged in by supplying proper credentials (e.g., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law enforcement agencies).

4. Regular Expression Domain Name Blocking

Registry Operator may offer the Regular Expression Domain Name Blocking service, which is a registry service that allows an authorized representative from the sponsoring Registrar to request the blocking of domain names based on a regular expression specified for a base domain name.

4.1. The Registrar using an offline process, requests the activation of the Regular Expression Domain Blocking service.

4.2. An attempt to register a domain that matches the expansion of the regular expression returns "not available for policy reasons".

4.3. The Whois service will return a message that explains that the domain name is blocked because of Regular Expression Domain Name Blocking specified for a base domain name. A reference to the base domain name must be displayed in the Whois output. For the absence of doubt, the registration data of the base domain name shall only be displayed when querying for the base domain name.

4.4. Names matching the expansion of the regular expression must not be activated in the DNS.

5. Alert Service

Registry Operator may offer the Alert Service, which is a registry service that allows users to receive email and/or EPP polling alerts from the Registry Operator when a domain name is registered that matches a regular expression specified for a base domain name.

6. Read-Only SRS

Registry Operator may offer the Read-Only SRS service, which is a registry service that allows users to access the SRS via EPP in read-only mode. Users may be Registrars or any other third party. The service must only be made available to authenticated users that log in by supplying proper credentials (e.g., user name and password). Registry Operator must issue such credentials exclusively to eligible users and institutions that supply sufficient proof of their legitimate interest in this feature (e.g., law-enforcement agencies).

SPECIFICATION 1

CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

1. **Consensus Policies**.

1.1. "***Consensus Policies***" are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this Specification. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. 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:

1.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System ("DNS");

1.2.2 functional and performance specifications for the provision of Registry Services;

1.2.3 Security and Stability of the registry database for the TLD;

1.2.4 registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars;

1.2.5 resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names); or

1.2.6 restrictions on cross-ownership of registry operators and registrars or registrar resellers and regulations and restrictions with respect to registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or registrar reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 of this Specification shall include, without limitation:

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

1.3.2 prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3 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 (i) avoidance of confusion among or misleading of users, (ii) intellectual property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and

1.3.4 maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations 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.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

1.4.1 prescribe or limit the price of Registry Services;

1.4.2 modify the terms or conditions for the renewal or termination of the Registry Agreement;

1.4.3 modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.4 modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

1.4.5 modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.

2. **Temporary Policies**. Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registry Services or the DNS ("***Temporary Policies***").

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.

2.1.1 ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why

the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

2.1.2 If the period of time for which the Temporary Policy is adopted exceeds ninety (90) calendar days, the Board shall reaffirm its temporary adoption every ninety (90) calendar days for a total period not to exceed one (1) year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one (1) year period expires or, if during such one (1) year period, the Temporary Policy does not become a Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts**. Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services and Consensus Policies or any Temporary Policy, the Consensus Polices or Temporary Policy shall control, but only with respect to subject matter in conflict.

SPECIFICATION 2

DATA ESCROW REQUIREMENTS

Registry Operator will engage an independent entity to act as data escrow agent ("***Escrow Agent***") for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

PART A – TECHNICAL SPECIFICATIONS

1. **Deposits**. There will be two types of Deposits: Full and Differential. For both types, the universe of Registry objects to be considered for data escrow are those objects necessary in order to offer all of the approved Registry Services.

    1.1. "**Full Deposit**" will consist of data that reflects the state of the registry as of 00:00:00 UTC (Coordinated Universal Time) on the day that such Full Deposit is submitted to Escrow Agent.

    1.2. "**Differential Deposit**" means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., newly added or modified domain names).

2. **Schedule for Deposits**. Registry Operator will submit a set of escrow files on a daily basis as follows:

    2.1. Each Sunday, a Full Deposit must be submitted to the Escrow Agent by 23:59 UTC.

    2.2. The other six (6) days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.

3. **Escrow Format Specification**.

    3.1. **Deposit's Format**. Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section 9, reference 2 of this Specification (collectively, the "DNDE Specification"). The DNDE Specification describes some elements as

optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC, Registry Operator will use the most recent draft version of the DNDE Specification available at the Effective Date. Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date. Once the DNDE Specification is published as an RFC, Registry Operator will implement that version of the DNDE Specification, no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.

3.2. **Extensions**. If a Registry Operator offers additional Registry Services that require submission of additional data, not included above, additional "extension schemas" shall be defined in a case by case basis to represent that data. These "extension schemas" will be specified as described in Part A, Section 9, reference 2 of this Specification. Data related to the "extensions schemas" will be included in the deposit file described in Part A, Section 3.1 of this Specification. ICANN and the respective Registry Operator shall work together to agree on such new objects' data escrow specifications.

4. **Processing of Deposit files**. The use of compression is recommended in order to reduce electronic data transfer times, and storage capacity requirements. Data encryption will be used to ensure the privacy of registry escrow data. Files processed for compression and encryption will be in the binary OpenPGP format as per OpenPGP Message Format - RFC 4880, see Part A, Section 9, reference 3 of this Specification. Acceptable algorithms for Public-key cryptography, Symmetric-key cryptography, Hash and Compression are those enumerated in RFC 4880, not marked as deprecated in OpenPGP IANA Registry, see Part A, Section 9, reference 4 of this Specification, that are also royalty-free. The process to follow for the data file in original text format is:

(1) The XML file of the deposit as described in Part A, Section 9, reference 1 of this Specification must be named as the containing file as specified in Section 5 but with the extension xml.

(2) The data file(s) are aggregated in a tarball file named the same as (1) but with extension tar.

(3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The suggested algorithm for compression is ZIP as per RFC 4880. The compressed data will be encrypted using the escrow agent's public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.

(4) The file may be split as necessary if, once compressed and encrypted, it is larger than the file size limit agreed with the escrow agent. Every part of a

split file, or the whole file if not split, will be called a processed file in this section.

(5) A digital signature file will be generated for every processed file using the Registry Operator's private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 3, and will not be compressed or encrypted. The suggested algorithms for Digital signatures are DSA and RSA as per RFC 4880. The suggested algorithm for Hashes in Digital signatures is SHA256.

(6) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP, SCP, HTTPS file upload, etc. as agreed between the Escrow Agent and the Registry Operator. Non-electronic delivery through a physical medium such as CD-ROMs, DVD-ROMs, or USB storage devices may be used if authorized by ICANN.

(7) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Part A, Section 8 of this Specification.

5. **File Naming Conventions**. Files will be named according to the following convention: {gTLD}_{YYYY-MM-DD}_{type}_S{#}_R{rev}.{ext} where:

5.1. {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;

5.2. {YYYY-MM-DD} is replaced by the date corresponding to the time used as a timeline watermark for the transactions; i.e. for the Full Deposit corresponding to 2009-08-02T00:00Z, the string to be used would be "2009-08-02";

5.3. {type} is replaced by:

(1) "full", if the data represents a Full Deposit;

(2) "diff", if the data represents a Differential Deposit;

(3) "thin", if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4;

5.4. {#} is replaced by the position of the file in a series of files, beginning with "1"; in case of a lone file, this must be replaced by "1".

5.5. {rev} is replaced by the number of revision (or resend) of the file beginning with "0":

5.6. {ext} is replaced by "sig" if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by "ryde".

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

7. **Notification of Deposits**. Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification")) a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate. Registry Operator will include the Deposit's "id" and "resend" attributes in its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.

   If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.

8. **Verification Procedure**.

   (1) The signature file of each processed file is validated.

   (2) If processed files are pieces of a bigger file, the latter is put together.

   (3) Each file obtained in the previous step is then decrypted and uncompressed.

   (4) Each data file contained in the previous step is then validated against the format defined in Part A, Section 9, reference 1 of this Specification.

   (5) If Part A, Section 9, reference 1 of this Specification includes a verification process, that will be applied at this step.

If any discrepancy is found in any of the steps, the Deposit will be considered incomplete.

9. **References**.

(1) Domain Name Data Escrow Specification (work in progress), http://tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow

(2) Domain Name Registration Data (DNRD) Objects Mapping, http://tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping

(3) OpenPGP Message Format, http://www.rfc-editor.org/rfc/rfc4880.txt

(4) OpenPGP parameters, http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml

(5) ICANN interfaces for registries and data escrow agents, http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces

PART B – LEGAL REQUIREMENTS

1. **Escrow Agent**. Prior to entering into an escrow agreement, the Registry Operator must provide notice to ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendments thereto. In addition, prior to entering into an escrow agreement, Registry Operator must obtain the consent of ICANN to (a) use the specified Escrow Agent, and (b) enter into the form of escrow agreement provided. ICANN must be expressly designated as a third-party beneficiary of the escrow agreement. ICANN reserves the right to withhold its consent to any Escrow Agent, escrow agreement, or any amendment thereto, all in its sole discretion.

2. **Fees**. Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within fifteen (15) calendar days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, ICANN shall have a claim for such amount against Registry Operator, which Registry Operator shall be required to submit to ICANN together with the next fee payment due under the Registry Agreement.

3. **Ownership**. Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the Registry Agreement any Deposit is released from escrow to ICANN, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed to ICANN or to a party designated in writing by ICANN on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis, for any use related to the operation, maintenance or transition of the TLD.

4. **Integrity and Confidentiality**. Escrow Agent will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility, which is accessible only to authorized representatives of Escrow Agent, (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures and (iii) keep and safeguard each Deposit for one (1) year. ICANN and Registry Operator will be provided the right to inspect Escrow Agent's applicable records upon reasonable prior notice and during normal business hours. Registry Operator and ICANN will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 from time to time.

   If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent will promptly notify the Registry Operator and ICANN unless prohibited by law. After notifying the Registry Operator and ICANN, Escrow Agent shall allow

sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

5. **Copies**. Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of the escrow agreement.

6. **Release of Deposits**. Escrow Agent will make available for electronic download (unless otherwise requested) to ICANN or its designee, within twenty-four (24) hours, at the Registry Operator's expense, all Deposits in Escrow Agent's possession in the event that the Escrow Agent receives a request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

   6.1. the Registry Agreement has expired without renewal, or been terminated; or

   6.2. ICANN has not received a notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent within five (5) calendar days after the Deposit's scheduled delivery date; (a) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and (b) ICANN has not, within seven (7) calendar days after such notice, received the notification from Escrow Agent; or

   6.3. ICANN has received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of failed verification of the latest escrow deposit for a specific date or a notification of a missing deposit, and the notification is for a deposit that should have been made on Sunday (i.e., a Full Deposit); (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven (7) calendar days after such notice, received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of verification of a remediated version of such Full Deposit; or

   6.4. ICANN has received five notifications from Escrow Agent within the last thirty (30) calendar days notifying ICANN of either missing or failed escrow deposits that should have been made Monday through Saturday (i.e., a Differential Deposit), and (x) ICANN provided notice to Registry Operator of the receipt of such notifications; and (y) ICANN has not, within seven (7) calendar days after delivery of such notice to Registry Operator, received notification from Escrow Agent of verification of a remediated version of such Differential Deposit; or

6.5. Registry Operator has: (i) ceased to conduct its business in the ordinary course; or (ii) filed for bankruptcy, become insolvent or anything analogous to any of the foregoing under the laws of any jurisdiction anywhere in the world; or

6.6. Registry Operator has experienced a failure of critical registry functions and ICANN has asserted its rights pursuant to Section 2.13 of the Agreement; or

6.7. a competent court, arbitral, legislative, or government agency mandates the release of the Deposits to ICANN; or

6.8. pursuant to Contractual and Operational Compliance Audits as specified under Section 2.11 of the Agreement.

Unless Escrow Agent has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ICANN upon expiration or termination of the Registry Agreement or the Escrow Agreement.

7. **Verification of Deposits**.

7.1. Within twenty-four (24) hours after receiving each Deposit or corrected Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a notification generated for each Deposit. Reports will be delivered electronically using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification.

7.2. If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify Registry Operator either by email, fax or phone and ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification) of such nonconformity or non-receipt within twenty-four (24) hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.

8. **Amendments**. Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

9. **Indemnity**. Escrow Agent shall indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, employees, members,

and stockholders ("Indemnitees") absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence or misconduct of Escrow Agent, its directors, officers, agents, employees and contractors.

SPECIFICATION 3

FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide one set of monthly reports per gTLD, using the API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5, with the following content.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three (3) months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).

1. **Per-Registrar Transactions Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field name	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total-domains	total domain names under sponsorship in any EPP status but pendingCreate that have not been purged
04	total-nameservers	total name servers (either host objects or name server hosts as domain name attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged
05	net-adds-1-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
06	net-adds-2-yr	number of domains successfully registered (i.e., not

		in EPP pendingCreate status) with an initial term of two(2) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of three (3) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
08	net-adds-4-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of four (4) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
09	net-adds-5-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of five (5) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
10	net-adds-6-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of six (6) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
11	net-adds-7-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of seven (7) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
12	net-adds-8-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of eight (8) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
13	net-adds-9-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of nine (9) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
14	net-adds-10-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of ten (10) years (and not deleted within the add grace period). A transaction must be reported in the month

		the add grace period ends.
15	net-renews-1-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
16	net-renews-2-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
17	net-renews-3-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
18	net-renews-4-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
19	net-renews-5-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
20	net-renews-6-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.

21	net-renews-7-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
22	net-renews-8-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
23	net-renews-9-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction must be reported in the month the transfer grace period ends.
26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were rejected (e.g., EPP transfer op="reject") by the other registrar
27	transfer-losing-successfully	number of domain transfers initiated by another registrar that were successfully completed (either explicitly or automatically approved)
28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar rejected (e.g., EPP transfer op="reject")

29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened)
30	transfer-disputed-lost	number of transfer disputes this registrar lost (reported in the month where the determination happened)
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened)
32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests
39	attempted-adds	number of attempted (both successful and failed) domain name create commands

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report**. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period
12	srs-dom-check	number of SRS (EPP and any other interface) domain name “check” requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name “create” requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name “delete” requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name “info” requests responded during the reporting period

Field #	Field Name	Description
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name "renew" requests responded during the reporting period
17	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP "restore" requests delivering a restore report responded during the reporting period
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP "restore" requests responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name "transfer" requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name "transfer" requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name "transfer" requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name "transfer" requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name "transfer" requests to request transfers responded during the reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name "update" requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	number of SRS (EPP and any other interface) host "check" requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host "create" requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host "delete" requests responded during the reporting period

Field #	Field Name	Description
28	srs-host-info	number of SRS (EPP and any other interface) host "info" requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host "update" requests responded during the reporting period
30	srs-cont-check	number of SRS (EPP and any other interface) contact "check" requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact "create" requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact "delete" requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact "info" requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact "transfer" requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact "transfer" requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact "transfer" requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact "transfer" requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact "transfer" requests to request transfers responded during the reporting period
39	srs-cont-update	number of SRS (EPP and any other interface) contact "update" requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. No other lines besides the ones

described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

For gTLDs that are part of a single-instance Shared Registry System, the Registry Functions Activity Report may include the total contact or host transactions for all the gTLDs in the system.

SPECIFICATION 4

REGISTRATION DATA PUBLICATION SERVICES

1. **Registration Data Directory Services**. Until ICANN requires a different protocol, Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

   Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) no later than one hundred thirty-five (135) days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

   1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.

   1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.

   1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

   1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.

   1.5. **Domain Name Data:**

      1.5.1 **Query format:** whois EXAMPLE.TLD

      1.5.2 **Response format:**

      Domain Name: EXAMPLE.TLD
      Domain ID: D1234567-TLD

WHOIS Server: whois.example.tld
Referral URL: http://www.example.tld
Updated Date: 2009-05-29T20:13:00Z
Creation Date: 2000-10-08T00:45:00Z
Registry Expiry Date: 2010-10-08T00:44:59Z
Sponsoring Registrar: EXAMPLE REGISTRAR LLC
Sponsoring Registrar IANA ID: 5555555
Domain Status: clientDeleteProhibited
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Domain Status: serverUpdateProhibited
Registrant ID: 5372808-ERL
Registrant Name: EXAMPLE REGISTRANT
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP
Registrant Postal Code: A1A1A1
Registrant Country: EX
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Admin ID: 5372809-ERL
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: EX
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext:
Admin Email: EMAIL@EXAMPLE.TLD
Tech ID: 5372811-ERL
Tech Name: EXAMPLE REGISTRAR TECHNICAL
Tech Organization: EXAMPLE REGISTRAR LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: EX
Tech Phone: +1.1235551234

Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLEREGISTRAR.TLD
Name Server: NS02.EXAMPLEREGISTRAR.TLD
DNSSEC: signedDelegation
DNSSEC: unsigned
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.6. **Registrar Data:**

1.6.1 **Query format**: whois "registrar Example Registrar, Inc."

1.6.2 **Response format**:

Registrar Name: Example Registrar, Inc.
Street: 1234 Admiralty Way
City: Marina del Rey
State/Province: CA
Postal Code: 90292
Country: US
Phone Number: +1.3105551212
Fax Number: +1.3105551213
Email: registrar@example.tld
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
Admin Contact: Joe Registrar
Phone Number: +1.3105551213
Fax Number: +1.3105551213
Email: joeregistrar@example-registrar.tld
Admin Contact: Jane Registrar
Phone Number: +1.3105551214
Fax Number: +1.3105551213
Email: janeregistrar@example-registrar.tld
Technical Contact: John Geek
Phone Number: +1.3105551215
Fax Number: +1.3105551216
Email: johngeek@example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.7. **Nameserver Data:**

1.7.1 **Query format**: whois "NS1.EXAMPLE.TLD", whois "nameserver (nameserver name)", or whois "nameserver (IP Address)"

1.7.2 **Response format:**

Server Name: NS1.EXAMPLE.TLD
IP Address: 192.0.2.123
IP Address: 2001:0DB8::1
Registrar: Example Registrar, Inc.
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers (the extension will be provided as a separate field as shown above), email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.

1.9. In order to be compatible with ICANN's common interface for WHOIS (InterNIC), WHOIS output shall be in the format outline above.

1.10. **Searchability**. Offering searchability capabilities on the Directory Services is optional but if offered by the Registry Operator it shall comply with the specification described in this section.

1.10.1 Registry Operator will offer searchability on the web-based Directory Service.

1.10.2 Registry Operator will offer partial match capabilities, at least, on the following fields: domain name, contacts and registrant's name, and contact and registrant's postal address, including all the sub-fields described in EPP (e.g., street, city, state or province, etc.).

1.10.3 Registry Operator will offer exact-match capabilities, at least, on the following fields: registrar id, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).

1.10.4 Registry Operator will offer Boolean search capabilities supporting, at least, the following logical operators to join a set of search criteria: AND, OR, NOT.

1.10.5 Search results will include domain names matching the search criteria.

1.10.6 Registry Operator will: 1) implement appropriate measures to avoid abuse of this feature (e.g., permitting access only to legitimate authorized users); and 2) ensure the feature is in compliance with any applicable privacy laws or policies.

1.11. Registry Operator shall provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN website) to a web page designated by ICANN containing WHOIS policy and educational materials.

2. Zone File Access

2.1. Third-Party Access

2.1.1 **Zone File Access Agreement**. Registry Operator will enter into an agreement with any Internet user, which will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the "CZDA Provider"). Registry Operator (optionally through the CZDA Provider) will provide access to zone file data per Section 2.1.3 of this Specification and do so using the file format described in Section 2.1.4 of this Specification. Notwithstanding the foregoing, (a) the CZDA Provider may reject the request for access of any user that does not satisfy the credentialing requirements in Section 2.1.2 below; (b) Registry Operator may reject the request for access of any user that does not provide correct or legitimate credentials under Section 2.1.2 below or where Registry Operator reasonably believes will violate the terms of Section 2.1.5. below; and, (c) Registry Operator may revoke access of any user if Registry Operator has evidence to support that the user has violated the terms of Section 2.1.5 below.

2.1.2 **Credentialing Requirements**. Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address and IP address.

2.1.3 **Grant of Access**. Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File FTP (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry's zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator's (optionally CZDA Provider's) Zone File hosting server, and to transfer a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using FTP, or other data transport and access protocols that may be

prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called <zone>.zone.gz, with <zone>.zone.gz.md5 and <zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern <zone>-yyyymmdd.zone.gz, etc.

2.1.4 **File Format Standard**. Registry Operator (optionally through the CZDA Provider) will provide zone files using a subformat of the standard Master File format as originally defined in RFC 1035, Section 5, including all the records present in the actual zone used in the public DNS. Sub-format is as follows:

1. Each record must include all fields in one line as: <domain-name> <TTL> <class> <type> <RDATA>.
2. Class and Type must use the standard mnemonics and must be in lower case.
3. TTL must be present as a decimal integer.
4. Use of /X and /DDD inside domain names is allowed.
5. All domain names must be in lower case.
6. Must use exactly one tab as separator of fields inside a record.
7. All domain names must be fully qualified.
8. No $ORIGIN directives.
9. No use of "@" to denote current origin.
10. No use of "blank domain names" at the beginning of a record to continue the use of the domain name in the previous record.
11. No $INCLUDE directives.
12. No $TTL directives.
13. No use of parentheses, e.g., to continue the list of fields in a record across a line boundary.
14. No use of comments.
15. No blank lines.
16. The SOA record should be present at the top and (duplicated at) the end of the zone file.

17. With the exception of the SOA record, all the records in a file must be in alphabetical order.

18. One zone per file. If a TLD divides its DNS data into multiple zones, each goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.

2.1.5 **Use of Data by User**. Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to and use and disclosure of the data and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to, (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than user's own existing customers, or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar.

2.1.6 **Term of Use**. Registry Operator, through CZDA Provider, will provide each user with access to the zone file for a period of not less than three (3) months. Registry Operator will allow users to renew their Grant of Access.

2.1.7 **No Fee for Access**. Registry Operator will provide, and CZDA Provider will facilitate, access to the zone file to user at no cost.

2.2. **Co-operation**

2.2.1 **Assistance**. Registry Operator will co-operate and provide reasonable assistance to ICANN and the CZDA Provider to facilitate and maintain the efficient access of zone file data by permitted users as contemplated under this Schedule.

2.3. **ICANN Access**. Registry Operator shall provide bulk access to the zone files for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time. Access will be provided at least daily. Zone files will include SRS data committed as close as possible to 00:00:00 UTC.

2.4. **Emergency Operator Access**. Registry Operator shall provide bulk access to the zone files for the TLD to the Emergency Operators designated by ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time.

3. **Bulk Registration Data Access to ICANN**

3.1. **Periodic Access to Thin Registration Data**. In order to verify and ensure the operational stability of Registry Services as well as to facilitate compliance checks on accredited registrars, Registry Operator will provide ICANN on a weekly basis (the day to be designated by ICANN) with up-to-date Registration Data as specified below. Data will include data committed as of 00:00:00 UTC on the day previous to the one designated for retrieval by ICANN.

3.1.1 **Contents**. Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), registrar id (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar repository object id (roid), hostname of registrar Whois server, and URL of registrar.

3.1.2 **Format**. The data will be provided in the format specified in Specification 2 for Data Escrow (including encryption, signing, etc.) but including only the fields mentioned in the previous section, i.e., the file will only contain Domain and Registrar objects with the fields mentioned above. Registry Operator has the option to provide a full deposit file instead as specified in Specification 2.

3.1.3 **Access**. Registry Operator will have the file(s) ready for download as of 00:00:00 UTC on the day designated for retrieval by ICANN. The file(s) will be made available for download by SFTP, though ICANN may request other means in the future.

3.2. **Exceptional Access to Thick Registration Data**. In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data as soon as commercially practicable, but in no event later than five (5) calendar days following ICANN's request. Unless otherwise agreed by Registry Operator and ICANN, the file will be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.

SPECIFICATION 5

SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, and subject to the terms and conditions of this Specification, Registry Operator shall reserve the following labels from initial (i.e., other than renewal) registration within the TLD. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label "EXAMPLE" shall be withheld from registration or allocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator offers registrations (such second level and all other levels are collectively referred to herein as, "All Levels"). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

2. **Two-character labels**. All two-character ASCII labels shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Such labels may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator, provided that such two-character label strings may be released to the extent that Registry Operator reaches agreement with the related government and country-code manager of the string as specified in the ISO 3166-1 alpha-2 standard. The Registry Operator may also propose the release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes, subject to approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such labels that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3. **Reservations for Registry Operations**.

    3.1. The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the

DNS, as necessary for the operation of the TLD. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.2. Registry Operator may activate in the DNS at All Levels up to one hundred (100) names (plus their IDN variants, where applicable) necessary for the operation or the promotion of the TLD. Registry Operator must act as the Registered Name Holder of such names as that term is defined in the then-current ICANN Registrar Accreditation Agreement (RAA). These activations will be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator must either (i) register such names through an ICANN-accredited registrar; or (ii) self-allocate such names and with respect to those names submit to and be responsible to ICANN for compliance with ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then-current RAA (or any other replacement clause setting out the terms of the registration agreement between a registrar and a registered name holder). At Registry Operator's discretion and in compliance with all other terms of this Agreement, such names may be released for registration to another person or entity.

3.3. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to another person or entity at Registry Operator's discretion. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

4. **Country and Territory Names**. The country and territory names (including their IDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European

Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union <http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm>;

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

5. **International Olympic Committee; International Red Cross and Red Crescent Movement**. As instructed from time to time by ICANN, the names (including their IDN variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

6. **Intergovernmental Organizations**. As instructed from time to time by ICANN, Registry Operator will implement the protections mechanism determined by the

ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. A list of reserved names for this Section 6 is available at http://www.icann.org/en/resources/registries/reserved. Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

SPECIFICATION 6

REGISTRY INTEROPERABILITY AND CONTINUITY SPECIFICATIONS

1. **Standards Compliance**

1.1. **DNS**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").

1.2. **EPP**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

1.3. **DNSSEC**. Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 4641 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841.

1.4. **IDN**. If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>,

as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

1.5. **IPv6**. Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g., Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six (6) months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.

2. **Registry Services**

2.1. **Registry Services**. "Registry Services" are, for purposes of the Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

2.2. **Wildcard Prohibition**. For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry

Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

3. **Registry Continuity**

3.1. **High Availability**. Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme where applicable) to ensure continued operation in the case of technical failure (widespread or local), or an extraordinary occurrence or circumstance beyond the control of the Registry Operator.

3.2. **Extraordinary Event**. Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within twenty-four (24) hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of forty-eight (48) hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

3.3. **Business Continuity**. Registry Operator shall maintain a business continuity plan, which will provide for the maintenance of Registry Services in the event of an extraordinary event beyond the control of the Registry Operator or business failure of Registry Operator, and may include the designation of a Registry Services continuity provider. If such plan includes the designation of a Registry Services continuity provider, Registry Operator shall provide the name and contact information for such Registry Services continuity provider to ICANN. In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated Registry Services continuity provider, if one exists. Registry Operator shall conduct Registry Services Continuity testing at least once per year.

4. **Abuse Mitigation**

4.1. **Abuse Contact**. Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquires related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

4.2. **Malicious Use of Orphan Glue Records**. Registry Operator shall take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.

5. **Supported Initial and Renewal Registration Periods**

5.1. **Initial Registration Periods**. Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, initial registrations of registered names may not exceed ten (10) years.

5.2. **Renewal Periods**. Renewal of registered names may be made in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, renewal of registered names may not extend their registration period beyond ten (10) years from the time of the renewal.

SPECIFICATION 7

MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. **Rights Protection Mechanisms**. Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at [*url to be inserted*] (the "Trademark Clearinghouse Requirements"), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall control.

2. **Dispute Resolution Mechanisms**. Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

    a. the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure (RRDRP) adopted by ICANN (posted at [urls to be inserted when final procedure is adopted]). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PDDRP or RRDRP panel and to be bound by any such determination; and

    b. the Uniform Rapid Suspension system ("URS") adopted by ICANN (posted at [url to be inserted]), including the implementation of determinations issued by URS examiners.

SPECIFICATION 8

CONTINUED OPERATIONS INSTRUMENT

1. The Continued Operations Instrument shall (a) provide for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6th) anniversary of the Effective Date, and (b) be in the form of either (i) an irrevocable standby letter of credit, or (ii) an irrevocable cash escrow deposit, each meeting the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof (which is hereby incorporated by reference into this Specification 8). Registry Operator shall use its best efforts to take all actions necessary or advisable to maintain in effect the Continued Operations Instrument for a period of six (6) years from the Effective Date, and to maintain ICANN as a third party beneficiary thereof. If Registry Operator elects to obtain an irrevocable standby letter of credit but the term required above is unobtainable, Registry Operator may obtain a letter of credit with a one-year term and an "evergreen provision," providing for annual extensions, without amendment, for an indefinite number of additional periods until the issuing bank informs ICANN of its final expiration or until ICANN releases the letter of credit as evidenced in writing, if the letter of credit otherwise meets the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof; provided, however, that if the issuing bank informs ICANN of the expiration of such letter of credit prior to the sixth (6th) anniversary of the Effective Date, such letter of credit must provide that ICANN is entitled to draw the funds secured by the letter of credit prior to such expiration. The letter of credit must require the issuing bank to give ICANN at least thirty (30) calendar days' notice of any such expiration or non-renewal. If the letter of credit expires or is terminated at any time prior to the sixth (6th) anniversary of the Effective Date, Registry Operator will be required to obtain a replacement Continued Operations Instrument. ICANN may draw the funds under the original letter of credit, if the replacement Continued Operations Instrument is not in place prior to the expiration of the original letter of credit. Registry Operator shall provide to ICANN copies of all final documents relating to the Continued Operations Instrument and shall keep ICANN reasonably informed of material developments relating to the Continued Operations Instrument. Registry Operator shall not agree to, or permit, any amendment of, or waiver under, the Continued Operations Instrument or other documentation relating thereto without the prior written consent of ICANN (such consent not to be unreasonably withheld).

2. If, notwithstanding the use of best efforts by Registry Operator to satisfy its obligations under the preceding paragraph, the Continued Operations Instrument expires or is terminated by another party thereto, in whole or in part, for any reason, prior to the sixth anniversary of the Effective Date, Registry Operator shall promptly (i) notify ICANN of such expiration or termination and the reasons therefor and (ii) arrange for an alternative instrument that provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date (an "Alternative Instrument"). Any such Alternative Instrument shall be on terms no less favorable to ICANN than the Continued Operations Instrument and shall otherwise be in form and substance reasonably acceptable to ICANN.

3. Notwithstanding anything to the contrary contained in this Specification 8, at any time, Registry Operator may replace the Continued Operations Instrument with an Alternative Instrument that (i) provides for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date, and (ii) contains terms no less favorable to ICANN than the Continued Operations Instrument and is otherwise in form and substance reasonably acceptable to ICANN. In the event Registry Operator replaces the Continued Operations Instrument either pursuant to paragraph 2 or this paragraph 3, the terms of this Specification 8 shall no longer apply with respect to the original Continuing Operations Instrument, but shall thereafter apply with respect to such Alternative Instrument(s), and such instrument shall thereafter be considered the Continued Operations Instrument for purposes of this Agreement.

SPECIFICATION 9

REGISTRY OPERATOR CODE OF CONDUCT

1. In connection with the operation of the registry for the TLD, Registry Operator will not, and will not allow any parent, subsidiary, Affiliate, subcontractor or other related entity, to the extent such party is engaged in the provision of Registry Services with respect to the TLD (each, a "Registry Related Party"), to:

    a. directly or indirectly show any preference or provide any special consideration to any registrar with respect to operational access to registry systems and related registry services, unless comparable opportunities to qualify for such preferences or considerations are made available to all registrars on substantially similar terms and subject to substantially similar conditions;

    b. register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may (a) reserve names from registration pursuant to Section 2.6 of the Agreement and (b) may withhold from registration or allocate to Registry Operator up to one hundred (100) names pursuant to Section 3.2 of Specification 5;

    c. register names in the TLD or sub-domains of the TLD based upon proprietary access to information about searches or resolution requests by consumers for domain names not yet registered (commonly known as, "front-running"); or

    d. allow any Affiliated registrar to disclose Personal Data about registrants to Registry Operator or any Registry Related Party, except as reasonably necessary for the management and operations of the TLD, unless all unrelated third parties (including other registry operators) are given equivalent access to such user data on substantially similar terms and subject to substantially similar conditions.

2. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will, or will cause such Registry Related Party to, ensure that such services are offered through a legal entity separate from Registry Operator, and maintain separate books of accounts with respect to its registrar or registrar-reseller operations.

3. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will conduct internal reviews at least once per calendar year to ensure compliance with this Code of Conduct. Within twenty (20) calendar days following the end of each calendar year, Registry Operator will provide the results of the internal review, along with a certification executed by an executive officer of Registry Operator certifying as to

Registry Operator's compliance with this Code of Conduct, via email to an address to be provided by ICANN. (ICANN may specify in the future the form and contents of such reports or that the reports be delivered by other reasonable means.) Registry Operator agrees that ICANN may publicly post such results and certification; provided, however, ICANN shall not disclose Confidential Information contained in such results except in accordance with Section 7.15 of the Agreement.

4. Nothing set forth herein shall: (i) limit ICANN from conducting investigations of claims of Registry Operator's non-compliance with this Code of Conduct; or (ii) provide grounds for Registry Operator to refuse to cooperate with ICANN investigations of claims of Registry Operator's non-compliance with this Code of Conduct.

5. Nothing set forth herein shall limit the ability of Registry Operator or any Registry Related Party, to enter into arms-length transactions in the ordinary course of business with a registrar or reseller with respect to products and services unrelated in all respects to the TLD.

6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN's reasonable discretion, if Registry Operator demonstrates to ICANN's reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

SPECIFICATION 10

REGISTRY PERFORMANCE SPECIFICATIONS

1. **Definitions**

1.1. **DNS**. Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.

1.2. **DNSSEC proper resolution**. There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

1.3. **EPP**. Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.4. **IP address**. Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.5. **Probes**. Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.6. **RDDS**. Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this Agreement.

1.7. **RTT**. Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.8. **SLR**. Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2. **Service Level Agreement Matrix**

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)

	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands
	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

3. **DNS**

3.1. **DNS service availability**. Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "**DNS tests**" to each of their public-DNS registered "**IP addresses**" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

3.2. **DNS name server availability**. Refers to the ability of a public-DNS registered "**IP address**" of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered "**IP address**" of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "**DNS tests**" to a name server "**IP address**" during a given time, the name server "**IP address**" will be considered unavailable.

3.3. **UDP DNS resolution RTT**. Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.4. **TCP DNS resolution RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.5. **DNS resolution RTT**. Refers to either "**UDP DNS resolution RTT**" or "**TCP DNS resolution RTT**".

3.6. **DNS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer "**DNS queries**" with data consistent with the change made. This only applies for changes to DNS information.

3.7. **DNS test**. Means one non-recursive DNS query sent to a particular "**IP address**" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "**DNS resolution RTT**" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "**DNS resolution RTT**" or, undefined/unanswered.

3.8. **Measuring DNS parameters**. Every minute, every DNS probe will make an UDP or TCP "**DNS test**" to each of the public-DNS registered "**IP addresses**" of the name servers of the domain name being monitored. If a "**DNS test**" result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

3.9. **Collating the results from DNS probes**. The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.10. **Distribution of UDP and TCP queries**. DNS probes will send UDP or TCP "**DNS test**" approximating the distribution of these queries.

3.11. **Placement of DNS probes**. Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

4. **RDDS**

4.1. **RDDS availability**. Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

4.2. **WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.3. **Web-based-WHOIS query RTT**. Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.4. **RDDS query RTT**. Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

4.5. **RDDS update time**. Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

4.6. **RDDS test**. Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

4.7. **Measuring RDDS parameters**. Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the TLD being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8. **Collating the results from RDDS probes**. The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.9. **Placement of RDDS probes**. Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. **EPP**

5.1. **EPP service availability**. Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "**EPP command RTT**" 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

5.2. **EPP session-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. **EPP query-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. **EPP transform-command RTT**. Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.5. **EPP command RTT**. Refers to "**EPP session-command RTT**", "**EPP query-command RTT**" or "**EPP transform-command RTT**".

5.6. **EPP test**. Means one EPP command sent to a particular "**IP address**" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "**EPP command RTT**" or undefined/unanswered.

5.7. **Measuring EPP parameters**. Every 5 minutes, EPP probes will select one "**IP address**" of the EPP servers of the TLD being monitored and make an

"**EPP test**"; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an "**EPP test**" result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

5.8. **Collating the results from EPP probes**. The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. **Placement of EPP probes**. Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. Emergency Thresholds

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week
EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

7. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in

escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

7.1. Emergency Escalation initiated by ICANN

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Specification, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. Emergency Escalation initiated by Registrars

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. Notifications of Outages and Maintenance

In the event that a Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. Covenants of Performance Measurement

8.1. **No interference**. Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

8.2. **ICANN testing registrar**. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

SPECIFICATION 11

PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.

2. Registry Operator will operate the registry for the TLD in compliance with all commitments, statements of intent and business plans stated in Registry Operator's application to ICANN for the TLD, which commitments, statements of intent and business plans are hereby incorporated by reference into this Agreement. Registry Operator's obligations pursuant to this paragraph shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN (posted at [url to be inserted when final procedure is adopted]), which may be revised in immaterial respects by ICANN from time to time (the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

   In the event Section 2 of this Specification conflicts with the requirements of any other provision of the Registry Agreement (including any Section of this Specification), such other provision shall govern.

3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

   a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.

c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

d. Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 2.9(c) of the Registry Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

4. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

   The above Section 4 of this Specification applies to the following public interest commitments of Registry Operator related to the TLD. Nothing in Section 4 of this Specification shall limit any obligations of Registry Operator under Sections 1, 2 and 3 of this Specification. In the event Section 4 of this Specification conflicts with the requirements of any other provision of the Registry Agreement (including any Section of this Specification), such other provision shall govern.

   a. **Prohibited Advertisements.** TLD domain pages procured or used for resale of domain names or monetization using advertisements are prohibited and will be subject to immediate suspension.

   b. **Privacy Protections.** To the extent allowable under the Agreement and any applicable Consensus and/or Temporary Policies, all Registrars registering the TLD will be required at all times to provide the most stringent privacy protections available for all WHOIS Registrant data, and at no additional cost above published rates to Registrants. Privacy protection shall in no way

inhibit customers from exercising full control of registered .WED domain name(s), meaning registrants (including the customers of any privacy service) or licensees of any proxy registration service shall have full control to transfer domain names even if they subscribe to privacy or proxy services.

Term Sheet
ICANN and Atgron, Inc. (.WED)
August 2019

Atgron, Inc. ("Atgron") and the Internet Corporation for Assigned Names and Numbers ("ICANN") entered into a Registry Agreement on 1 October 2013 regarding the operation of the .WED generic top-level domain (the "Registry Agreement"). As of 1 August 2019, and pursuant to Section 6.1 of the Registry Agreement, Atgron currently owes ICANN $18,750 in Registry-Level Fees (as defined in Section 6.1(a) of the Registry Agreement). Such fees are overdue and additional Registry-Level Fees are accruing. Atgron has requested an extension to pay its Registry-Level Fees until 16 October 2019. As of 16 October 2019, Atgron will owe $25,000 in Registry-Level Fees, if no payments are made prior to that date.

ICANN grants the extension requested by Atgron to pay its currently overdue and accruing Registry-Level Fees on or before 16 October 2019 in exchange for Atgron's agreement to the following terms and conditions set forth below[1]:

1. Atgron agrees to waive the mediation and arbitration provisions set forth in Sections 5.1 and 5.2 of the Registry Agreement and agrees that ICANN may immediately terminate the Registry Agreement in the event of either of the following circumstances:

    a. Atgron fails to pay ICANN by 16 October 2019 all unpaid Registry-Level Fees invoiced by ICANN to Atgron prior to that date. The amount Atgron is to pay ICANN on or before 16 October 2019 is $25,000.00, which includes Registry-Level Fees in the amount of $6,250 per quarter owed for FY2019 Q1-Q4 (July 2018 through June 2019).

    b. Atgron is 60 calendar days or more in arrears for any future fees owed to ICANN under Article 6 of the Registry Agreement.

This term sheet constitutes an agreement between the undersigned parties, and these terms and conditions shall be considered part of the Registry Agreement and will be included in any future assignment or renewal of the Registry Agreement.

In addition, the parties agree that the terms and conditions set forth above shall be incorporated into a formal amendment to the Registry Agreement executed by Atgron and ICANN (the "Amendment"). Atgron shall execute the Amendment within ten (10) business days of receipt of the Amendment from ICANN. If Atgron fails to provide ICANN with an executed Amendment within that time frame, ICANN may rescind the extension and may initiate termination proceedings.

SO APPROVED.

[1] This extension and the listed terms and conditions are applicable only to the Registry-Level Fees owed to ICANN pursuant to Article 6 of the Registry Agreement. These terms and conditions do not modify Atgron's obligation to timely pay any other fees owed to ICANN (such as those related to the EBERO process).

ACKNOWLEDGED AND AGREED:

By: _____ Date:_____
Adrienne McAdory
On behalf of Atgron, Inc.

By: _____ Date:_____
On behalf of the Internet Corporation
for Assigned Names and Numbers

Dear Atgron, Inc. (wed),

ICANN does not accept the terms proposed in Atgron, Inc.'s email dated 13 September 2019, as was indicated in ICANN's prior communication.

Also, as communicated, full payment of all Registry-Level Fees owed by Atgron, Inc. was expected to be received by today, 16 October 2019, with evidence of payment being provided to ICANN upon payment initiation. As previously explained, absent this payment, ICANN will initiate termination procedures pursuant to Sections 4.3, 5.1 and 5.2 of the Registry Agreement ("RA"). If Atgron, Inc. has not already initiated payment, please do so immediately and provide evidence of such payment.

Additionally, and as also previously indicated, Atgron, Inc. is required to timely pay all future Registry-Level Fees that will be invoiced to your registry operator beginning with the next invoice which will be issued on 31 October 2019 (and due on 30 November 2019). In addition, ICANN encourages Atgron, Inc. to make any additional optional payments that your registry operator elects to submit to ensure its account remains current.

Regarding your comments about the financial evaluation – which is related to the resolution of the issues underlying the temporary emergency back-end registry operator (EBERO) transition period – please refer to compliance ticket #MIL-801-19253, where ICANN explained, multiple times, the distinctions between the [redacted] and EBERO processes and what is required to cure the outstanding Notice of Breach.

Sincerely,

[redacted]
ICANN [redacted]
##########################
Posted on: 16 October 2019 06:19 PM UTC
From: amcadory@atgron.wed
To: [redacted] CC To: [redacted]

Dear [redacted]

We really need a response from ICANN regarding the revised Term and Conditions we provided because we need to cure two compliance tickets and the revised terms will serve to resolve this compliance ticket, prevent any future financial issues and remove one barrier to resolve our other compliance ticket [~MIL-801-19253].

ICANN's [redacted] refuses to allow Atgron to resume operations without paying a $12,500 "financial assessment" and their only justification is that the contract allows them to do so. Obviously, this current situation shows ICANN has the ability to revoke our contract if any financial difficulties occur and therefore a financial assessment is simply unwarranted. We understand ICANN does not want to deal with Registry Operators who are perennially behind in their payments and our Terms and Conditions will kill two birds with one stone.

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.

Term Sheet
ICANN and Atgron, Inc. (.WED)
August 2019

Atgron, Inc. ("Atgron") and the Internet Corporation for Assigned Names and Numbers ("ICANN") entered into a Registry Agreement on 1 October 2013 regarding the operation of the .WED generic top-level domain (the "Registry Agreement"). As of 1 August 2019, and pursuant to Section 6.1 of the Registry Agreement, Atgron currently owes ICANN $18,750 in Registry-Level Fees (as defined in Section 6.1(a) of the Registry Agreement). Such fees are overdue and additional Registry-Level Fees are accruing. Atgron has requested an extension to pay its Registry-Level Fees until 16 October 2019. As of 16 October 2019, Atgron will owe $25,000 in Registry-Level Fees, if no payments are made prior to that date.

ICANN grants the extension requested by Atgron to pay its currently overdue and accruing Registry-Level Fees on or before 16 October 2019 in exchange for Atgron's agreement to the following terms and conditions set forth below[1]:

1. Atgron agrees to pay ICANN $25,000.00 on or before 16 October 2019, which includes Registry-Level Fees in the amount of $6,250.00 per quarter owed for FY2019 Q1-Q4 (July 2018 through June 2019).

2. Atgron agrees to pay FY2020 Q1 Registry- Level Fees in the amount of $12,500.00 NLT Jan 30, 2020 and the remaining FY2020 - FY2023 quarterly fees in the amount of $6,250.00 except for the final quarterly payment due for the Registry Agreement which will be taken from the accrued overpayment.

3. If Atgron is 90 calendar days or more in arrears for any future fees owed to ICANN under Article 6 of the Registry Agreement, ICANN will apply the overpayment balance to the overdue fees. Atgron will pay an additional $6,250.00 within 60 calendar days after full payment of the arrears balance to maintain one quarterly overpayment of $6,250.00 until the final invoice is due for the Registry Agreement as stated above in condition 2.

In addition, the parties agree that the terms and conditions set forth above shall be incorporated into a formal amendment to the Registry Agreement executed by Atgron and ICANN (the "Amendment"). Atgron shall execute the Amendment within ten (10) business days of receipt of the Amendment from ICANN. If Atgron fails to provide ICANN with an executed Amendment within that time frame, ICANN may rescind the extension and may initiate termination proceedings.

SO APPROVED.

[1]This extension and the listed terms and conditions are applicable only to the Registry-Level Fees owed to ICANN pursuant to Article 6 of the Registry Agreement. These terms and conditions do not modify Atgron's obligation to timely pay any other fees owed to ICANN.

ACKNOWLEDGED AND AGREED:

By: _____ Date:_____
Adrienne McAdory
On behalf of Atgron, Inc.

By: _____ Date:_____
On behalf of the Internet Corporation
for Assigned Names and Numbers

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS,	)
Claimant,	)
v.	)
ATGRON, INC.,	)
Respondent.	)

ICANN'S MEDIATION BRIEF

[redacted]
JONES DAY
100 High Street
21st Floor
Boston, MA 02110
[redacted]

Counsel to Claimant
The Internet Corporation
For Assigned Names and Numbers

INTRODUCTION

The Internet Corporation for Assigned Names and Numbers ("ICANN") and Atgron, Inc. ("Atgron") entered into a Registry Agreement on 1 October 2013 ("Registry Agreement"),[1] pursuant to which Atgron operates the generic top-level domain ("gTLD") .WED. The Registry Agreement details the obligations of both parties. Atgron is in breach of a number of obligations set forth in the Registry Agreement, but ICANN has initiated mediation to address only one: Atgron's breach of Article 6 of the Registry Agreement, which requires Atgron to pay Registry-Level Fees on a quarterly basis within 30 calendar days following the date of the invoice provided by ICANN. As of 6 January 2020, Atgron's unpaid overdue fees total US $31,250.

For claims relating to breach of payment obligations, before terminating the Registry Agreement, ICANN and Atgron are obligated to first attempt to resolve the claim through mediation.[2] To that end, ICANN served a Notice of Mediation on Atgron on 23 October 2019. A copy of the Notice of Mediation is attached as Exhibit B (documents confirming email and courier service are attached as Exhibits C and D). By serving its Notice of Mediation, ICANN initiated the process for termination of the Registry Agreement.[3]

As explained further below, ICANN has made repeated good faith efforts to resolve Atgron's nonpayment issues informally with Atgron, to no avail. As a result of Atgron's failure to cure this breach, ICANN intends to pursue termination of the Registry Agreement pursuant to the processes set forth in Article 4.3 and Article 5 of the Registry Agreement.

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[1] The Registry Agreement is attached as Exhibit A.

[2] Ex. A, Registry Agreement, Art. 5.1.

[3] Pursuant to Article 5.1(b) of the Registry Agreement, "[t]he mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties." ICANN proposed to Atgron that the American Arbitration Association's Commercial Mediation Procedures apply here and Atgron agreed. They are available at https://www.adr.org/sites/default/files/CommercialRules_Web_FINAL_2.pdf.

I. THE PARTIES

1. ICANN was formed in 1998 and is a California not-for-profit public benefit corporation. As set forth in its Bylaws, ICANN's mission "is to ensure the stable and secure operation of the Internet's unique identifier systems," which includes "[c]oordinat[ing] the allocation and assignment of names in the root zone of the Domain Name System ('DNS') and coordinat[ing] the development and implementation of policies concerning the registration of second-level domain names in generic top-level domains ('gTLDs')."[4] ICANN does not engage in commercial business, but rather coordinates the technical aspects of the Internet's DNS on behalf of the Internet community.

2. ICANN enters into registry agreements with entities that act as "registry operators," which are the companies that operate and manage the gTLDs – such as the ".ORG" portion of ICANN.ORG. Each gTLD is operated by a single registry operator that maintains a registry of all domain names registered within the gTLD.

3. ICANN is a complex organization that facilitates input from stakeholders around the globe. ICANN has an international Board of Directors and approximately 400 staff members. Yet, ICANN is much more than just a corporation—it is a community of participants. In addition to the Board, organization personnel, and an Ombudsman, the ICANN community includes a Nominating Committee, three Supporting Organizations, four Advisory Committees, a group of technical expert advisors, and a large, globally distributed group of community members who participate in ICANN's processes.[5] Through this multistakeholder process, ICANN has created evaluation procedures to determine which entities can serve as registry operators.

4. ICANN is located at 12025 Waterfront Drive, Suite 300, Los Angeles, California,

[4] ICANN's Bylaws, 18 June 2018, Art. 1, § 1.1(a)(i), available at: https://www.icann.org/resources/pages/governance/bylaws-en/#article1.
[5] *See* ICANN's Bylaws, 18 June 2018, Arts. 5-13.

90094-2536, USA. ICANN can be contacted through its counsel:

[redacted]
JONES DAY
100 High Street
21st Floor
Boston, MA 02110-1781, USA.

[redacted]

5. As noted above, Atgron operates the .WED gTLD pursuant to the Registry Agreement. Atgron is located at [redacted] Atgron's contact is:

Adrienne McAdory, President & CEO
Atgron, Inc.
[redacted]

[redacted]
Email: amcadory@atgron.wed

II. ATGRON'S BREACH OF THE REGISTRY AGREEMENT AND ICANN'S DECEMBER 2017 NOTICE OF BREACH

6. After several prior notices from ICANN regarding Atgron's failure to pay its Registry-Level Fees, ICANN advised Atgron in writing, on 7 December 2017, that Atgron was in breach of its Registry Agreement with ICANN (the "Notice of Breach") for failing to fulfill, among other things, Atgron's payment obligations under Article 6 of the Registry Agreement. The Notice of Breach is attached as Exhibit E and is available at: https://www.icann.org/uploads/compliance_notice/attachment/989/serad-to-mcadory-7dec17.pdf.

7. The Notice of Breach provided instructions to Atgron on how to cure the breaches.

[redacted].

Relevant here is ICANN's instruction to "[p]ay all past and currently due fees . . ."[7]

8. The Notice of Breach further indicated that "[i]f Atgron discontinues its operations or operation of the TLD, or fails to timely cure the breaches … by 6 January 2018, ICANN may commence the [Registry Agreement] termination process."[8]

III. ATGRON REMAINS IN BREACH OF THE REGISTRY AGREEMENT

9. As of 23 October 2019, Atgron still had not fully cured its outstanding payment obligations. Atgron made some late payments in 2018, which covered the quarterly pay periods through June 2018. Since that time, however, Atgron has failed to make any payments of Registry-Level Fees, as explained in further detail below. Accordingly, ICANN commenced the termination process by serving Atgron with the Notice of Mediation. As detailed below, Atgron remains in breach of its payment obligations set forth in Article 6 the Registry Agreement.

10. To be sure, the Notice of Breach outlined other breaches in addition to Atgron's overdue unpaid fees, including breaches related to Atgron's failure to sustain certain critical registry functions. ICANN mentions these additional breaches below because ICANN anticipates that Atgron will focus on them in an effort to distract from the only breach at issue in this mediation: Atgron's non-payment of Registry-Level Fees. Atgron's additional breaches are ultimately irrelevant to the question of whether Atgron is in breach of its payment obligations under Article 6 of the Registry Agreement.

A. ATGRON IS IN BREACH OF ITS OBLIGATION TO PAY FEES TO ICANN UNDER ARTICLE 6 OF THE REGISTRY AGREEMENT.

11. Atgron has failed to comply with Article 6 of the Registry Agreement, which requires registry operators to pay Registry-Level Fees on a quarterly basis within 30 calendar days

[7] Ex. E, Notice of Breach.
[8] Ex. E, Notice of Breach.

following the date of the invoice provided by ICANN.[9]

12. ICANN issues invoices to registry operators on 31 January, 30 April, 31 July, and 31 October of each year; payment is due by 2 March, 30 May, 30 August, and 30 November of each year, respectively.

13. Atgron entered into the Registry Agreement with ICANN on 1 October 2013. Atgron initially complied with its payment obligations. However, Atgron stopped making the required payments. Atgron failed to pay the 31 July 2017 invoice (due 30 August 2017); and then failed to pay the 31 October 2017 invoice (due 30 November 2017).[10] The 7 December 2017 Notice of Breach addressed, among other things, Atgron's past-due Registry-Level Fees.[11]

14. In January 2018, Atgron paid its then-past due Registry-Level Fees, and subsequently paid its Registry-Level Fees up through the quarterly pay period ending in June 2018 (31 July 2018 invoice), although its payments in each instance were late.[12]

15. Atgron's last payment of Registry-Level Fees was in October 2018 (for the 31 July 2018 invoice, which was due 30 August 2018). Atgron has failed to pay any Registry-Level Fees since that time, despite being issued invoices in October 2018, January 2019, April 2019, July 2019, and October 2019.[13]

16. ICANN made repeated good faith efforts to resolve the breach of Article 6 of the Registry Agreement with Atgron. To start, ICANN repeatedly advised Atgron (including, but not limited to, in emails dated 11 January 2018, 30 January 2018, and 10 April 2018) that Atgron's obligation to pay its Registry-Level Fees is an ongoing obligation under both the Registry

[9] Ex. A, Registry Agreement, Art. 6.
[10] Ex. F, Atgron Customer Statement, 6 December 2017.
[11] Ex. E, Notice of Breach.
[12] Atgron paid the January 2018 invoice in April instead of March; paid the April 2018 invoice in June instead of May; and paid the July 2018 invoice in October instead of August.
[13] Ex. G, Atgron Customer Statement, 4 December 2019.

Agreement and the still-open 7 December 2017 Notice of Breach. Most clearly, on 10 April 2018, ICANN informed Atgron that "any new registry fees incurred up until the breach notice is fully cured will be required to be timely paid to satisfy the breach cure item related to payment of fees [in the 7 December 2017 Notice of Breach]."[14]

17. ICANN had numerous further written communications with Atgron in 2019, in which ICANN informed Atgron that its Registry-Level Fees were long past due, advised Atgron that failure to pay may result in the initiation of the termination process, and provided Atgron with significant additional time to satisfy its obligations.

18. ICANN made every effort to reach a resolution with Atgron. For example, after being reminded eight different times over the course of three months that Atgron's Registry-Level Fees were past due, Atgron informed ICANN in April 2019 that Atgron was working to secure additional funding and requested an extension "to pay all outstanding fees by no later than October 16, 2019."[15] ICANN agreed to grant the extension if Atgron agreed to certain terms and conditions by 30 August 2019. At Atgron's request, ICANN extended the 30 August deadline to 13 September 2019. Atgron did not agree to ICANN's proposed terms and conditions, but instead submitted its own terms on 13 September 2019. Atgron's proposed terms were not acceptable to ICANN but, in a show of good faith, ICANN provided Atgron the additional time (until 16 October 2019) to pay all outstanding fees. Nevertheless, Atgron failed to make any payments towards its outstanding Registry-Level Fees on 16 October or at any point thereafter.

19. Notwithstanding ICANN's efforts to resolve this issue informally, Atgron has failed to pay any Registry-Level Fees for over a year—since the 31 October 2018 invoice was issued. As of 6 January 2020, Atgron's unpaid overdue fees total US $31,250. An updated customer fee

[14] Ex. H, 10 April 2018 Email from J. Scott to A. McAdory
[15] Ex. I, 29 April 2019 Email from A. McAdory to Z. Salijanova.

statement generated by ICANN Accounting for Atgron is attached as Exhibit G and includes the date each invoice was prepared, the invoice due date, and the invoice amount; it reflects a current outstanding balance of $31,250.[16]

20. On 31 January 2020, Atgron will be invoiced its next quarterly fee of $6,250, to be paid no later than 2 March 2020. If that invoice also goes unpaid, it will increase the total overdue fees owed to $37,500.

B. ATGRON IS IN BREACH OF ITS OBLIGATIONS UNDER ARTICLE 2 OF THE REGISTRY AGREEMENT, BUT THOSE BREACHES ARE NOT RELEVANT TO AND ARE NOT THE SUBJECT OF THIS MEDIATION.

21. ICANN anticipates that Atgron will attempt to conflate two separate and unrelated issues: (1) Atgron's nonpayment of Registry-Level Fees to ICANN pursuant to Article 6 of the Registry Agreement, as discussed above; with (2) Atgron's failure to sustain critical registry functions under Article 2 of the Registry Agreement. ICANN has initiated mediation based only on the former, and therefore mentions the latter only to explain why it is not relevant to the instant proceeding.

22. There are five critical registry functions that are necessary for the proper operation of a gTLD registry—all of which are required in order to protect registrants (also known as domain name holders) and to provide an additional layer of protection to the DNS and industry ecosystem.[17]

23. To fulfill the five critical registry functions, a registry operator is permitted to contract with a third-party organization to serve as its back-end registry operator or provider to run one or more of the critical functions of a gTLD registry.[18] However, it remains the registry operator's responsibility to ensure that the critical functions are maintained.

---

[16] Under Article 6.6 of the Registry Agreement, ICANN may require Atgron to pay an additional late fee on payments that are thirty (30) calendar days or more overdue at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

[17] *See* https://www.icann.org/resources/pages/transition-processes-2013-04-22-en.

[18] See https://www.icann.org/resources/pages/transition-processes-2013-04-22-en.

24. If a registry operator fails to perform any of the five critical registry functions, the gTLD will be placed into an Emergency Back-End Registry Operator temporary transition process (EBERO) until the registry operator can demonstrate its ability to resume operation of the registry.[19]

25. Here, Atgron contracted with a back-end registry operator to, among other things, provide the fourth critical registry function.[20] However, Atgron failed to pay its back-end provider and, on 29 September 2017, notified ICANN that Atgron's back-end provider planned to terminate services to Atgron on 30 November 2017. ICANN advised Atgron that without a backup, the critical registry functions would begin to fail and, pursuant to Specification 10 of the Registry Agreement, an EBERO event would be triggered. ICANN further advised Atgron that such an event would constitute a breach of the Registry Agreement.

26. On 24 November 2017, Atgron again notified ICANN that Atgron's back-end provider intended to terminate its services to Atgron on 30 November 2017, and that EBERO would be needed. On 8 December 2017, ICANN designated an emergency interim registry operator. The EBERO Announcement can be found at https://www.icann.org/news/announcement-2017-12-08-en.

27. The steps for a Registry Operator to regain control of gTLD operations after an EBERO event are laid out in the Registry Transition Processes ("RTP"), which is incorporated by reference in the Registry Agreement.[21] There are several types of evaluations and fees required to transfer control of gTLD operations back to a registry operator after an EBERO event.[22] Throughout the EBERO transition process, Atgron has challenged several of the well-known

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[19] Ex. A, Registry Agreement, Art. 2.13 (Emergency Transition); *see also* https://www.icann.org/resources/pages/ebero-2013-04-02-en.

[20] Ex. A, Registry Agreement, Art. 2.5.

[21] *See* Ex. A, Registry Agreement, Section 2.13: "Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process [https://www.icann.org/resources/pages/transition-processes-2013-04-22-en], provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator."

[22] *See* https://www.icann.org/resources/pages/prospective-evaluation-2013-04-22-en.

EBERO-associated fees, as well as certain of the required submissions related to the evaluations.[23]

28. ICANN anticipates that Atgron may conflate or confuse the Registry-Level Fees and the EBERO-associated fees. However, as stated above, these are two separate and distinct sets of fees: (a) the EBERO-associated fees are a required part of the process for Atgron to exit EBERO; whereas (b) the Registry-Level Fees are an ongoing obligation under the Registry Agreement and are independent of EBERO.

29. All payments due under the Registry Agreement – which includes the Article 6 Registry-Level Fees – must be made in a timely manner "notwithstanding the pendency of any dispute (monetary or otherwise) between [the] Registry Operator and ICANN."[24] Therefore, Atgron is required to continue making timely payments of Registry-Level Fees despite Atgron's objections to or nonpayment of any of the EBERO-associated fees.

V. CONCLUSION

30. Atgron has an ongoing obligation under the Registry Agreement to timely pay all Registry-Level Fees. Atgron has failed to pay any of its Registry-Level Fees for over a year.

31. Despite ICANN's repeated efforts to informally resolve Atgron's overdue unpaid Registry-Level Fees, Atgron remains in breach of its obligation to pay its Registry-Level Fees under Article 6 of the Registry Agreement, as set forth above. As a result of Atgron's failure to cure this breach, ICANN intends to pursue termination of the Registry Agreement pursuant to the processes set forth in Article 4.3 and Article 5 of the Registry Agreement.[25]

---

[23] As stated in Appendix 1 of the RTP (Prospective Registry Evaluation Matrix), the prospective registry operator – in this case Atgron – is responsible for covering the costs associated with the evaluations. *See* https://www.icann.org/resources/pages/prospective-evaluation-2013-04-22-en.

[24] Ex. A, Registry Agreement, Art. 7.4.

[25] Alternatively, Atgron may voluntarily terminate the Registry Agreement or could request that the .WED gTLD be assigned to another registry operator. *See* Ex. A, Registry Agreement, Articles 4.4(b) and 7.5.

Respectfully submitted,

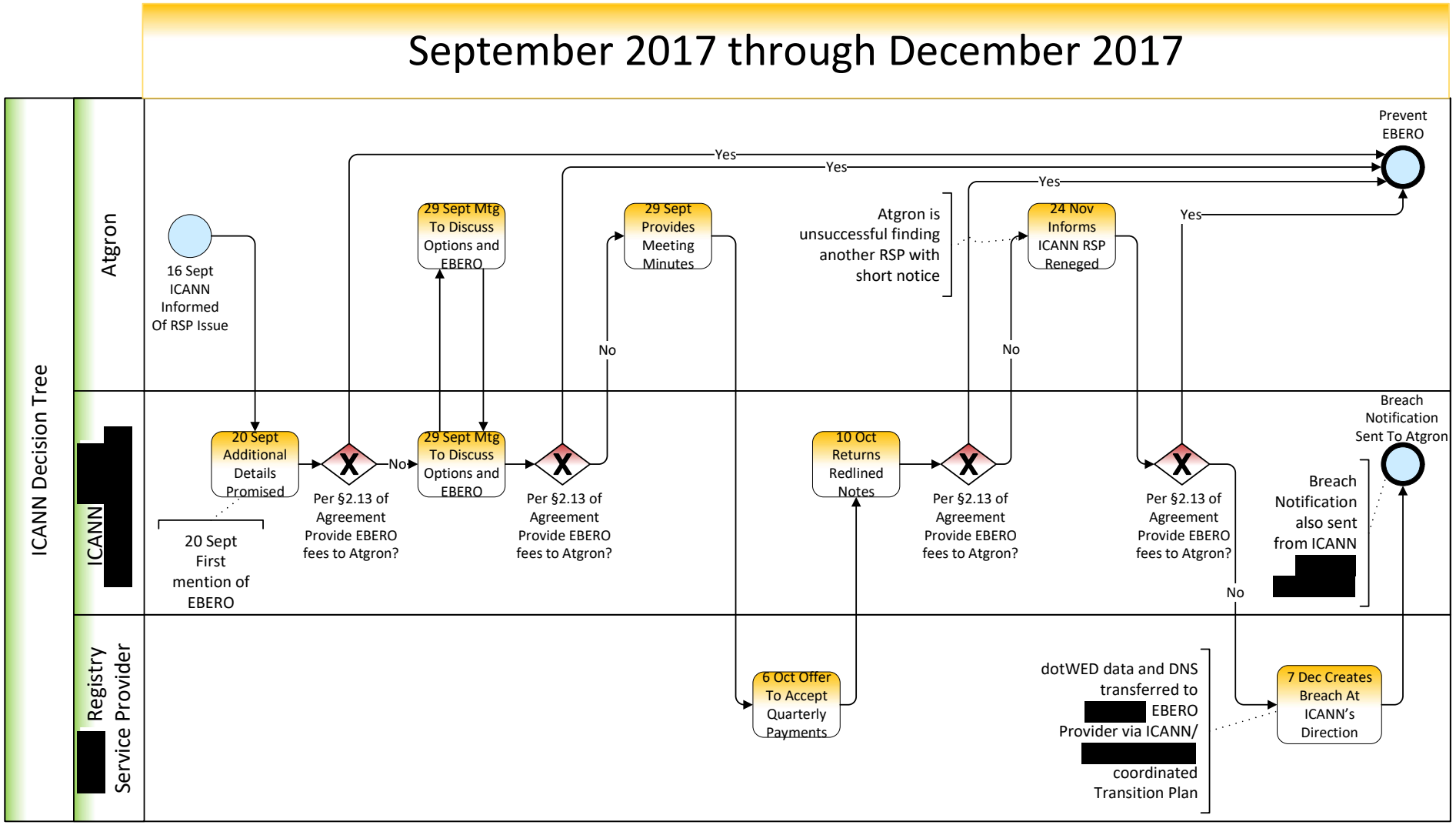
JONES DAY

Dated: 6 January 2020

By: [redacted]
[redacted]
Counsel for Claimant ICANN

ICC Case 25074/MK
ICANN vs. Atgron, Inc.

31 March 2020

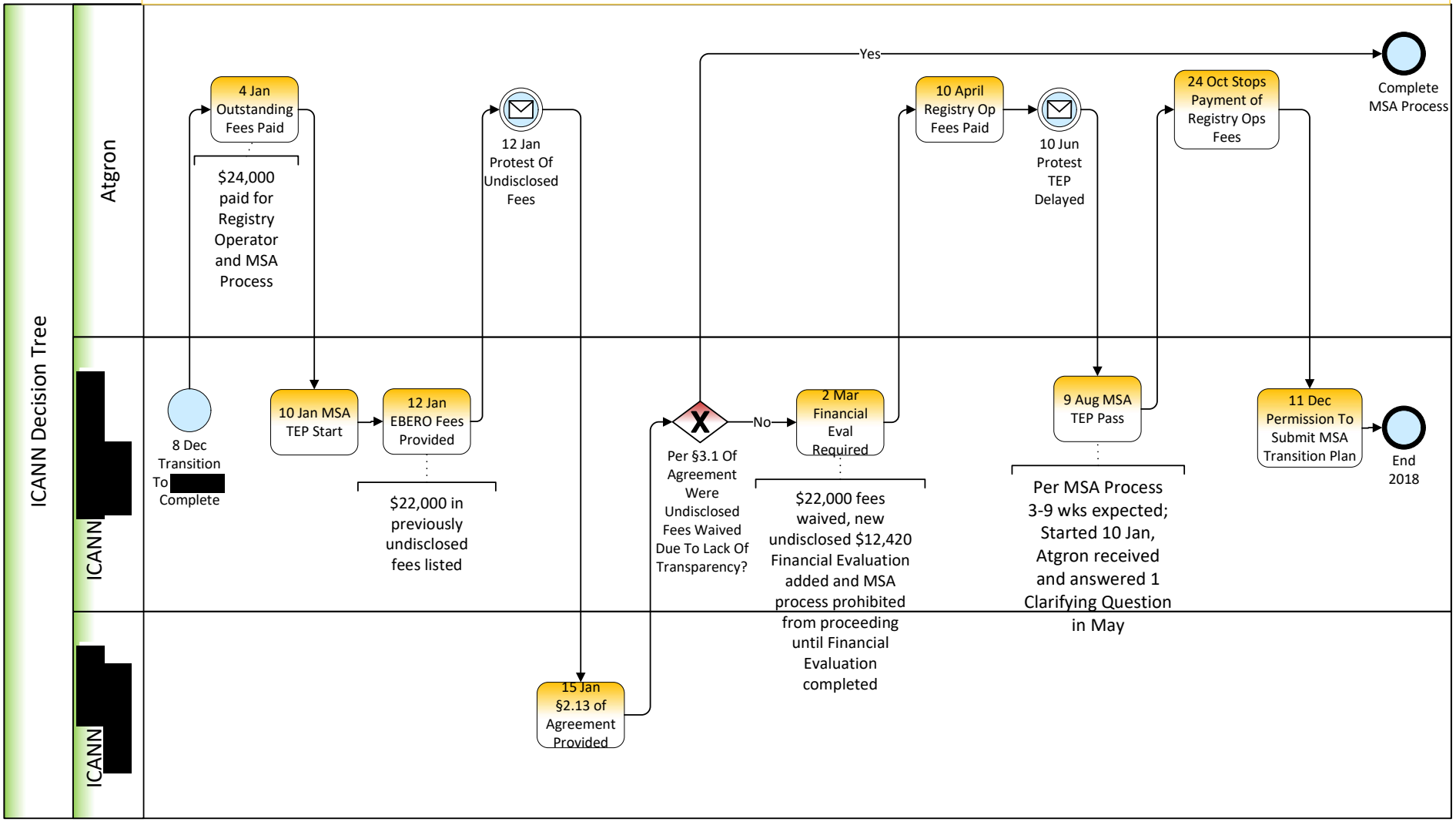


Note: ICANN conducted a second test of an EBERO transition process in April 2017.
Souce: http://domainincite.com/21724-second-emergency-registry-tested-with-dead-dot-brand

ICC Case 25074/MK
ICANN vs. Atgron, Inc.

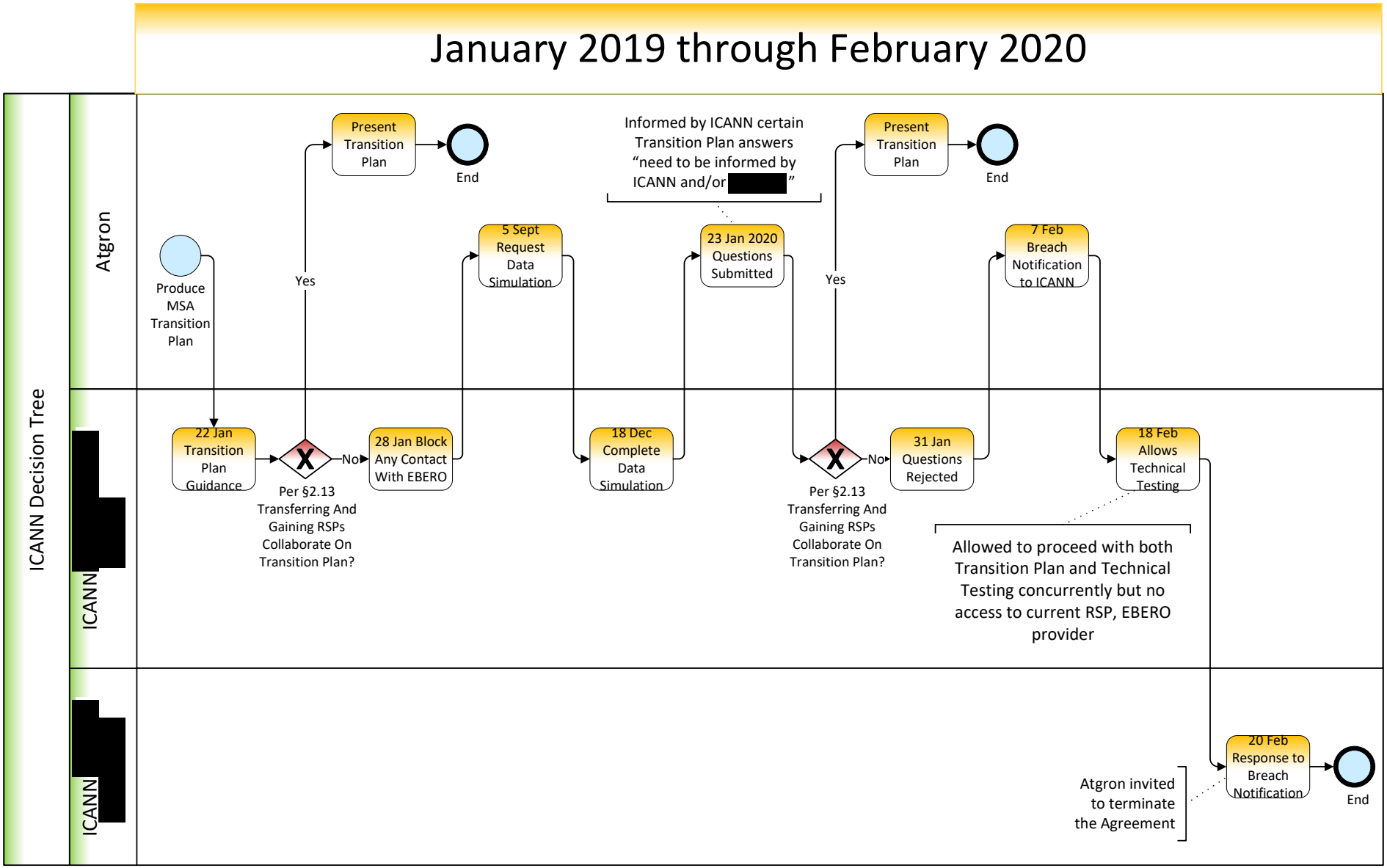
31 March 2020

December 2017 through December 2018



ICC Case 25074/MK
ICANN vs. Atgron, Inc.

31 March 2020



Note: Atgron and ICANN attended mediation on 6 January 2020.

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Second emergency registry tested with dead dot-brand

Kevin Murphy, April 27, 2017, 15:57:25 (UTC), Domain Registries

ICANN is running its second test of the Emergency Back-End Registry Operator system, designed as a failover for bankrupt gTLDs.

This time, the EBERO under the microscope is CORE Association, one of the three approved providers.

It this week took over operation of .mtpc, a dot-brand gTLD that Mitsubishi applied for, was delegated, never used, and then decided it didn't want to run any more.

ICANN said:

> ICANN is conducting a test of the Emergency Back-End Registry Operator program. Simulating an emergency registry operator transition will provide valuable insight into the effectiveness of procedures for addressing potential gTLD service interruptions. Lessons learned will be used to support ICANN's efforts to ensure the security, stability and resiliency of the Internet and the Domain Name System.

The first test was conducted by ICANN and EBERO provider Nominet earlier this year, using the similarly unloved dot-brand .doosan.

I expect we'll see a third test before long, using CNNIC, the third EBERO provider.

It would have plenty of dead dot-brands to choose from.

Related posts (automatically generated):

ICANN tests emergency registry with dead dot-brand

First new gTLD deleted from the net

First dot-brand gTLD calls it quits

Tweet

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Registry Transition Processes

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Please note that the English language version of all translated content and documents are the official versions and that translations in other languages are for informational purposes only.

Definitions

For purposes of this document the following terms are defined as follows:

Back-End Registry Operator: An organization contracted by a registry to run one or more of the Critical Functions of a gTLD (generic Top Level Domain) registry.

Critical Functions: Functions that are critical to the operation of a gTLD (generic Top Level Domain) registry:

1. DNS (Domain Name System) resolution
2. DNSSEC (DNS Security Extensions) properly signed zone (if DNSSEC (DNS Security Extensions) is offered by the registry)
3. Shared Registration System (SRS (Shared Registratry System)), usually by means of the Extensible Provisioning Protocol (Protocol) (EPP)

4. Registration Data Directory Services (RDDS), e.g., WHOIS (WHOIS (pronounced "who is"; not an acronym)) provided over both port 43 and through a web based service.

5. Registry Data Escrow

Registry Transition: A change in the contracting party of a gTLD (generic Top Level Domain) Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers). Examples of circumstances leading to a Registry Transition are: name change of the organization running the gTLD (generic Top Level Domain), a sale or transfer of the registry, current registry is in breach of Registry Agreement, etc.

Successor Registry: The new contracting party of a gTLD (generic Top Level Domain) Registry Agreement with ICANN (Internet Corporation for Assigned Names and Numbers) after a Registry Transition.

Registry Transition Processes

Affirmation of Commitments, section 9.2, states as one the commitments of ICANN (Internet Corporation for Assigned Names and Numbers):

> *Preserving security, stability and resiliency [of the DNS (Domain Name System)].*[1]

ICANN (Internet Corporation for Assigned Names and Numbers) bylaws identify the core values of the organization. Core value #1 is as follows:

> *Preserving and enhancing the operational stability, reliability, security, and global interoperability of the Internet.*[2]

The 2006-2007 ICANN (Internet Corporation for Assigned Names and Numbers) Operating Plan (section 1.1.2) states that ICANN (Internet Corporation for Assigned Names and Numbers) will:

> *Establish a comprehensive plan to be followed in the event of financial, technical, or business failure of a registry operator, including full compliance with data escrow requirements and recovery testing.*[3]

The process was created in FY06-07 and has been continuously updated; it is now called the Registry Continuity Framework[4]. The Incident and Event Management Process depicted in the Registry Continuity Framework identifies the need for handling situations where Critical Registry Functions are negatively affected.

In pursuit of its core value #1, and as a result of the development of the Registry Continuity Framework, ICANN (Internet Corporation for Assigned Names and Numbers) has identified the need to define processes to transition a gTLD (generic Top Level Domain) in a secure, stable and reliable manner; while minimizing the impact on registrants and gTLD (generic Top Level Domain) users, and providing transparency to the parties involved in the transition.

The following three processes have been developed and are described in this document:

1. Registry Transition Process with proposed successor
2. Registry Transition Process with Request For Proposals (RFP)
3. Emergency Back-End Registry Operator Temporary Transition Process

1. Registry Transition Process with Proposed Successor

This process will be used when a registry requests that ICANN (Internet Corporation for Assigned Names and Numbers) assign its Registry Agreement to a prospective successor (e.g., the registry is being acquired, there is a name change in the organization, a transition to the registry services continuity provider). This process will also be used if at the end of the registry agreement term, or by means of a court order by a legal authority with jurisdiction, the relevant Government or Public authority withdraws its support to the registry operator of a gTLD (generic Top Level Domain) that is a geographic name, and proposes a successor registry. A flowchart of this process is in Appendix 2.

The appropriate level of scrutiny will be exercised at all times when evaluating the proposed successor. For example, in the case of a

name change, the evaluation will focus on ensuring it is legitimate to guarantee there is no opportunity for hijacking the TLD (Top Level Domain).

Upon receipt of the request from the current registry or relevant government or public authority (in the case of geographic gTLDs), ICANN (Internet Corporation for Assigned Names and Numbers) will assess the situation from the gathered facts, conversations with the current registry, and government or public authority (if applicable), and an analysis of the Registry Agreement. The assessment will focus on the following questions:

- Would there be a change in an entity providing any of the Back-End Registry functions?
- Does the TLD (Top Level Domain) have a relevant community that must be consulted?
- Is this a gTLD (generic Top Level Domain) a geographic name according to the definition in the Applicant Guidebook? (Or, was government support required at the time of the application?)
- Are there any restrictions in the Registry Agreement that might affect a transition?

ICANN (Internet Corporation for Assigned Names and Numbers) will also perform a risk assessment of the gTLD (generic Top Level Domain), current registry, and Back-End Registry Operator (if there is a change in that respect). The assessment will focus on particularities of the triple as a whole and the triplets themselves. For example, it will be checked if the gTLD (generic Top Level Domain) is heavily used by financial institutions or for electronic commerce, which may lead to stricter measures about the security of the transition.

After these assessments are complete, the proposed successor registry will be checked to ensure that it has the required outside support, if that is required. If the gTLD (generic Top Level Domain) is a geographic name, as defined in the New gTLD (generic Top Level Domain) Applicant Guidebook, ICANN (Internet Corporation for Assigned Names and Numbers) will direct the proposed successor to solicit the relevant government or public authority for support for the prospective successor and collect documentation of support/non-

objection. If the Registry Agreement defines any community that must be consulted at time of transition, ICANN (Internet Corporation for Assigned Names and Numbers) will consult them at this stage. In these cases, there must be support for the proposed successor from the relevant community for the process to continue to transition.

If the proposed successor has the required support or if no support is required, ICANN (Internet Corporation for Assigned Names and Numbers) will then proceed to evaluate the applicant using the processes defined in the Applicant Guidebook for new gTLDs. Based on criteria set forth in the **Prospective Registry Evaluation Matrix** described in Appendix 1, ICANN (Internet Corporation for Assigned Names and Numbers) will determine which evaluations are necessary and collect the information and evaluation fee. The fee will cover the cost of the evaluations that are conducted by external providers.

Evaluations performed internally by ICANN (Internet Corporation for Assigned Names and Numbers) will be at no cost for the applicant.

The scope of the evaluations will vary for each case depending on the required and appropriate level of scrutiny. The three levels of scrutiny are presented in Appendix 1. The most extensive level (i.e., *Full)* will be similar in scope to the review of new gTLD (generic Top Level Domain) applicants. The assessment will be performed by one of the firms engaged in evaluating applications for new gTLDs. The next level (i.e., *Limited)* represents a more narrow scope of review. For example, the Technical and Operations evaluation could consist of ensuring that the new organization has similar arrangements in place with the existing Back-End Registry Operator. The third level (i.e., *Minimal)* represents a very narrow scope of review that would be performed internally by ICANN (Internet Corporation for Assigned Names and Numbers).

The evaluation provider will then perform the required evaluations and provide a report to the applicant and ICANN (Internet Corporation for Assigned Names and Numbers). If the applicant does not pass the evaluation, there will be a chance for the applicant to cure the deficiencies within three weeks of the failed evaluation (an extended evaluation). If the applicant does not pass evaluation in the second opportunity, the process will end with no transition and a refund will be

provided to the applicant equal to what was collected less actual evaluation costs.

If the prospective successor passes the evaluation, ICANN (Internet Corporation for Assigned Names and Numbers) will seek the necessary approvals and enter into a Registry Agreement with the successor if approved. If the prospective successor is not approved, the process will end without transition.

Once the successor is approved, this outcome will be communicated internally and externally as necessary and appropriate. If the transition does not involve a change in Back-End Registry Operator, the successor must then request the change in sponsoring organization with IANA (Internet Assigned Numbers Authority).

If there is a change in the entity providing Back-End Registry Operator services, the successor will have to pass pre-delegation testing as defined in the Applicant Guidebook for new gTLDs. This is the case whether the Back–End provider is the Registry Operator or a contractor to the Registry Operator. Once the testing is successfully completed, the new registry operator must proceed to change the sponsoring organization with IANA (Internet Assigned Numbers Authority) in the IANA (Internet Assigned Numbers Authority) root zone database. After the IANA (Internet Assigned Numbers Authority) step has been completed, the successor registry operator will then carry out the migration of data and services, and will request changes to DNS (Domain Name System) and RDDS (WHOIS (WHOIS (pronounced "who is"; not an acronym))) records with IANA (Internet Assigned Numbers Authority).

The final steps in the transition process will be to communicate internally and externally as necessary and appropriate and for ICANN (Internet Corporation for Assigned Names and Numbers) to update its public and internal information about the gTLD (generic Top Level Domain) registry.

2. Registry Transition Process with RFP

This process will be used primarily when a gTLD (generic Top Level Domain) registry is in breach of is Registry Agreement (leading to termination) and does not identify a successor registry. This process

will also be used if at the end of the registry agreement term, or by means of a court order by a legal authority with jurisdiction, the relevant Government or Public Authority withdraws its support to the registry of a geographic gTLD (generic Top Level Domain) and does not provide a proposed successor registry. A flowchart of this process is in Appendix 3.

This process is similar to a **Registry Transition Process with proposed successor** described above, except that it includes a Request for Proposals (RFP) subprocess. The purpose of the RFP is to identify and solicit applications from prospective, successor registries.

The RFP process will be launched following the risk assessment of the gTLD (generic Top Level Domain), as it may produce findings that might be important to disclose in the RFP. The RFP will describe the necessary services to be provided by the successor registry. In addition, expected costs for evaluation services will be included in the RFP and will serve as the minimum acceptable economic proposal from an applicant.

If the registry is operating a gTLD (generic Top Level Domain) that is a geographic name, as defined in the Applicant Guidebook, ICANN (Internet Corporation for Assigned Names and Numbers) will consult with the relevant Government or Public Authority for their input in the RFP. Further, if the Registry Agreement contains a provision that requires ICANN (Internet Corporation for Assigned Names and Numbers) to consult with a specified community about a potential successor before a transition, it will be done at this stage in the process.

Once the RFP has been approved, it will be posted for 45 days, and applicants will have until the end of the posting period to provide a response.

The applicant proposing the highest payment to the original registry will then be checked for necessary support and will be evaluated as described in the **Registry Transition process with proposed successor**. This selection mechanism provides the maximum return for the original registry and minimizes unnecessary expenses for the non-winner applicants while still ensuring the winner is qualified.

If the applicant has the necessary support (or if no support is required) and passes the evaluation, the process will continue as described in the aforementioned process. If the applicant does not have the required support or does not pass the evaluation, the next highest proposal applicant will be considered and so on, until there is a successfully supported and evaluated applicant or there are no more proposals.

If there are no proposals received during the RFP process, or there are no qualified applicants, due to lack of appropriate support or inability to pass the evaluation, the TLD (Top Level Domain) sunset process will be invoked in order to close the gTLD (generic Top Level Domain). If a viable candidate is identified after a closed RFP process that did not identify a successor, that candidate might be considered based upon circumstances present at the time and that such a decision serves the public interest.

If there is a qualified successor registry identified through this process, any funds collected from this applicant less evaluation costs and outstanding fees due will go to the registry operator disposing of the gTLD (generic Top Level Domain).

3. Emergency Back-End Registry Operator Temporary Transition Process

This process will be used for new gTLDs primarily when two conditions are met: (1) the registry is in breach of its Registry Agreement and (2) a Critical Function is being performed below the Emergency Thresholds, as defined in the Registry Agreement, resulting in a situation of unacceptable risk as defined below. In such a case, operations can be transferred to an emergency provider of Back-End services until the registry operator can restore normal operations. This temporary transition could also be initiated at the request of the registry operator if they are aware of or anticipate an inability to adequately provide the Critical Functions.

Measurements to detect the Emergency Threshold for Critical Functions (except Data Escrow) will be drawn from the registry SLA (Service Level Agreement) monitoring system used by ICANN (Internet Corporation for Assigned Names and Numbers) as described in the Registry Agreement.

It is also worth noting that this transition process is intended to be a temporary measure to protect registrants and gTLD (generic Top Level Domain) users. The temporary transition of Critical Functions will remain in effect until the underlying issues are resolved, or the gTLD (generic Top Level Domain) is transitioned to another operator using one of the previously described Registry Transition processes. In order to allow this temporary transition, Registry Agreement for new gTLDs includes pre-authorization from the registry operator to changes in the IANA (Internet Assigned Numbers Authority) database for DNS (Domain Name System) and RDDS (WHOIS (WHOIS (pronounced "who is"; not an acronym))) records, in case of emergency.

Once the registry operator is ready to resume operations and has remedied all issues that may have caused it to be in breach, it can initiate a **Registry Transition Process with proposed successor** in order to regain control of gTLD (generic Top Level Domain) operations. This option will be available to the registry operator until the expiry of the cure period for the breach. The registry operator will identify itself as the proposed successor in that process.

ICANN (Internet Corporation for Assigned Names and Numbers) will maintain, at least, two pre-selected Emergency Back-End Registry Operators (Emergency Operators) under contract. An Emergency-Operator RFP process will be issued every five years to renew the contracts and/or identify and select new Emergency Operators. Emergency Operators that are selected will be from geographically diverse regions in order to increase the reliability of the Emergency Operators as a whole; should there be a catastrophe in a region affecting one Emergency-Operator's ability to function, the other would still be ready to operate. The basic eligibility requirements for Emergency Operators are at least three years of experience operating DNS (Domain Name System) and one year of experience operating RDSS (e.g., WHOIS (WHOIS (pronounced "who is"; not an acronym))) and EPP services.

ICANN (Internet Corporation for Assigned Names and Numbers) will select Emergency Operators based on value; the best mix of service and price. Funding for use of the Emergency-Operator's services for each case will be drawn from the respective Continued Operations Instruments required for new gTLD (generic Top Level Domain)

registry operators as specified in Specification 8 of the Registry Agreement.

Emergency Operator applicants will be evaluated using similar processes for new gTLDs, including pre-delegation testing on the infrastructure to be used in an emergency. Infrastructure must be ready to operate during the evaluation. ICANN (Internet Corporation for Assigned Names and Numbers) may, from time to time, require testing the Emergency Operator capabilities and readiness to accept and act upon an emergency transition.

As soon as ICANN (Internet Corporation for Assigned Names and Numbers) selects the Emergency Operators, they will offer a lightweight Registry-Registrar Agreement to all registrars that will enable the Emergency Operators to perform SRS (Shared Registratry System) functions during a temporary transition process. Registrars will be encouraged to engage the Emergency Operators before any emergency happens so they are ready to operate (e.g., an agreement is in place, credentials for accessing the SRS (Shared Registratry System) are already distributed, operational testing with the Emergency Operators is done, etc.) should an emergency transition happen for a particular gTLD (generic Top Level Domain).

When an emergency occurs and Emergency Operator services are required, ICANN (Internet Corporation for Assigned Names and Numbers) will seek to engage one of the Emergency Operators. If the selected provider is not able to take the operation or if there is a conflict of interest, ICANN (Internet Corporation for Assigned Names and Numbers) will engage another provider. An active Emergency Operator will be eligible to apply to become the definitive successor registry or Back-End operator of the gTLD (generic Top Level Domain) in the event there is a Registry Transition, according to the normal rules of the RFP. In order to have a balanced bidding process, an active Emergency Operator will provide operational informational to ICANN (Internet Corporation for Assigned Names and Numbers) required to be included in an RFP for the operation of the gTLD (generic Top Level Domain).

There may be cases in which the current Back-End Registry Operator may serve as the Emergency Operator, that is, if:

- the registry operator requested to ICANN (Internet Corporation for Assigned Names and Numbers) the emergency transition to the Back-End Registry Operator as the Emergency Operator;
- the current Back-End Registry Operator is operating the Critical Functions within the terms of the Service Levels defined in the Registry Agreement;
- the Back-End Registry Operator company is not related to or affiliated with the registry operator; and
- the Back-End Registry Operator accepts to operate the gTLD (generic Top Level Domain) under better or equal terms than those agreed by the Emergency Operators.

Then ICANN (Internet Corporation for Assigned Names and Numbers), at its sole discretion, may offer to the Back-End Registry Operator to perform the registry functions for the gTLD (generic Top Level Domain). In such a case, the Back-End Registry Operator serving as Emergency Operator will be paid out of the proceeds from the Continued Operations Instrument.

Emergency Operators will have Service Level Requirements (SLR) for activation of each of the Critical Functions as follows.

Critical Function	Service Level Requirement
DNS (Domain Name System) / DNSSEC (DNS Security Extensions)	4 hours upon request from ICANN (Internet Corporation for Assigned Names and Numbers)
RDDS	24 hours upon receipt of data
SRS (Shared Registratry System) (EPP)*	72 hours upon receipt of data
Data Escrow	24 hours upon start of SRS (Shared Registratry System) operation

*SRS (Shared Registratry System) servers ready to accept requests from registrars.

Emergency Operators will maintain an archive of, at least, daily zone files for all gTLDs to allow the selected Emergency Operator to quickly resume DNS (Domain Name System) service in case of emergency. For the other Critical Functions, data will be obtained from the current registry and/or data escrow deposits.

Escrow Agents for new gTLDs will be required to agree to a requirement for release of gTLD (generic Top Level Domain) data within 24 hours upon request, in case of emergency.

During emergency operation of Critical Functions for a gTLD (generic Top Level Domain), an Emergency Operator will not bill SRS (Shared Registratry System) operations from registrars.

Typically, the Emergency Operator will not accept new domains, domain renewals, domain transfers, or domain name deletions from registrars. However, under certain exceptional cases the aforementioned operations will be accepted, e.g., under the Expedited Registry Security (Security – Security, Stability and Resiliency (SSR)) Request [5], UDRP (Uniform Domain-Name Dispute Resolution Policy), or any other ICANN (Internet Corporation for Assigned Names and Numbers) domain name dispute resolution procedures. Bulk domain transfers can be approved by ICANN (Internet Corporation for Assigned Names and Numbers) for domains sponsored by registrars that no longer can service them (e.g., registrar has been de-accredited). Emergency Operator will not expire registrations or auto-renew them; and will include in the RDDS (e.g., WHOIS (WHOIS (pronounced "who is"; not an acronym))) output a short explanation (approved by ICANN (Internet Corporation for Assigned Names and Numbers)) atop the legal disclaimer (if any) as described in section 1.1 of Specification 4 of the Registry Agreement of why the expiry date is in the past. The rest of the standard domain name, contact, and host (RFC (Request for Comments) 5730-34, 5910) SRS (Shared Registratry System) operations will be allowed. The Emergency Operator will work with all the accredited registrars that have domains under sponsorship in the gTLD (generic Top Level Domain).

A successor registry will be permitted to charge renewal or fractional renewals as of the effective date of the start of its operations. Successor registry will inherit the fees of the failed registry and will have to follow the process defined in the registry agreement in order to change them.

A flowchart of the process to be followed in case of emergency is in Appendix 4.

When transitioning from an Emergency Operator back to the previous registry operator or to a new registry operator, the Emergency Operator will collaborate and cooperate with the new operator in order to achieve an orderly transition with minimum impact to registrants and gTLD (generic Top Level Domain) users.

ICANN (Internet Corporation for Assigned Names and Numbers) will monitor and document emergency transition processes when/if they happen. Metrics will be developed including registry operator and EBERO (Emergency Back-End Registry Operator) performance in the five critical functions. ICANN (Internet Corporation for Assigned Names and Numbers) will note what worked well and what could be improved in order to propose modifications to this process.

- Appendix 1 | Prospective Registry Evaluation Matrix (/resources/registries/transition-processes/prospective-evaluation)
- Appendix 2-1 | Registry Transition Process with Proposed Successor (/resources/registries/transition-processes/proposed-successor)
- Appendix 2-2 | Registry Transition Process with Proposed Successor - Check Support (/resources/registries/transition-processes/proposed-successor-check-support)
- Appendix 2-3 | Registry Transition Process with Proposed Successor - Evaluate (/resources/registries/transition-processes/proposed-successor-evaluate)
- Appendix 2-4 | Registry Transition Process with Proposed Successor - Communicate (/resources/registries/transition-processes/proposed-successor-communicate)

- Appendix 3-1 | Registry Transition Process with Request for Proposals (/resources/registries/transition-processes/rfp)
- Appendix 3-2 | Registry Transition Process with Request for Proposals - Check Support (/resources/registries/transition-processes/rfp-check-support)
- Appendix 3-3 | Registry Transition Process with Request for Proposals - Evaluate (/resources/registries/transition-processes/rfp-evaluate)
- Appendix 3-4 | Registry Transition Process with Request for Proposals - RFP (/resources/registries/transition-processes/rfp2)
- Appendix 3-5 | Registry Transition Process with Request for Proposals - Communicate (/resources/registries/transition-processes/rfp-communicate)
- Appendix 4-1 | Emergency Back-End Registry Operator Temporary Transition Process (/resources/registries/transition-processes/ebero-ttp)
- Appendix 4-2 | Emergency Back-End Registry Operator Transition Process - DNS (Domain Name System) (/resources/registries/transition-processes/ebero-ttp-dns)
- Appendix 4-3 | Emergency Back-End Registry Operator Transition Process - RDDS (/resources/registries/transition-processes/ebero-ttp-rdds)
- Appendix 4-4 | Emergency Back-End Registry Operator Transition Process - SRS (Shared Registratry System) (/resources/registries/transition-processes/ebero-ttp-srs)
- Appendix 4-5 | Emergency Back-End Registry Operator Transition Process - Data Escrow (/resources/registries/transition-processes/ebero-ttp-data-escrow)
- Appendix 4-6 | Emergency Back-End Registry Operator Transition Process - Communicate (/resources/registries/transition-processes/ebero-ttp-communicate)

[1] ICANN (Internet Corporation for Assigned Names and Numbers). (2009, September 30). *Affirmation of Commitments.* Retrieved from

http://www.icann.org/en/documents/affirmation-of-commitments-30sep09-en.htm (/en/documents/affirmation-of-commitments-30sep09-en.htm)

[2] ICANN (Internet Corporation for Assigned Names and Numbers). (2009, September 30). *ICANN (Internet Corporation for Assigned Names and Numbers) bylaws.* Retrieved from http://www.icann.org/en/general/bylaws.htm#I (/en/general/bylaws.htm#I)

[3] ICANN (Internet Corporation for Assigned Names and Numbers). (2006, June 22). *2006-2007 ICANN (Internet Corporation for Assigned Names and Numbers) Operating Plan.* Retrieved from http://www.icann.org/announcements/operating-plan-22jun06.htm (/announcements/operating-plan-22jun06.htm)

[4] ICANN (Internet Corporation for Assigned Names and Numbers). (2009). *gTLD (generic Top Level Domain) Registry Continuity.* Retrieved from http://www.icann.org/en/registries/continuity/ (/en/registries/continuity/)

[5] http://icann.org/en/registries/ersr/ (/en/registries/ersr/)

Attachment to Module 2

Evaluation Questions and Criteria

Since ICANN was founded in 1998 as a not-for-profit, multi-stakeholder organization, one of its key mandates has been to promote competition in the domain name market. ICANN's mission specifically calls for the corporation to maintain and build on processes that will ensure competition and consumer interests – without compromising Internet security and stability. This includes the consideration and implementation of new gTLDs. It is ICANN's goal to make the criteria and evaluation as objective as possible.

While new gTLDs are viewed by ICANN as important to fostering choice, innovation and competition in domain registration services, the decision to launch these coming new gTLD application rounds followed a detailed and lengthy consultation process with all constituencies of the global Internet community.

Any public or private sector organization can apply to create and operate a new gTLD. However the process is not like simply registering or buying a second-level domain name. Instead, the application process is to evaluate and select candidates capable of running a registry, a business that manages top level domains such as, for example, .COM or .INFO. Any successful applicant will need to meet published operational and technical criteria in order to preserve Internet stability and interoperability.

I. Principles of the Technical and Financial New gTLD Evaluation Criteria

- Principles of conservatism. This is the first round of what is to be an ongoing process for the introduction of new TLDs, including Internationalized Domain Names. Therefore, the criteria in this round require applicants to provide a thorough and thoughtful analysis of the technical requirements to operate a registry and the proposed business model.

- The criteria and evaluation should be as objective as possible.

    - With that goal in mind, an important objective of the new TLD process is to diversify the namespace, with different registry business models and target audiences. In some cases, criteria that are objective, but that ignore the differences in business models and target audiences of new registries, will tend to make the process exclusionary. For example, the business model for a registry targeted to a small community need not possess the same robustness in funding and technical infrastructure as a registry intending to compete with large gTLDs. Therefore purely objective criteria such as a requirement for a certain amount of cash on hand will not provide for the flexibility to consider different business models. The process must provide for an objective evaluation framework, but allow for adaptation according to the differing models applicants will present. Within that framework, applicant responses will be evaluated against the criteria in light of the proposed model.

    - Therefore the criteria should be flexible: able to scale with the overall business approach, providing that the planned approach is consistent and coherent, and can withstand highs and lows.

- Criteria can be objective in areas of registrant protection, for example:
  - Providing for funds to continue operations in the event of a registry failure.
  - Adherence to data escrow, registry failover, and continuity planning requirements.

- The evaluation must strike the correct balance between establishing the business and technical competence of the applicant to operate a registry (to serve the interests of registrants), while not asking for the detailed sort of information or making the judgment that a venture capitalist would. ICANN is not seeking to certify business success but instead seeks to encourage innovation while providing certain safeguards for registrants.

- New registries must be added in a way that maintains DNS stability and security. Therefore, ICANN asks several questions so that the applicant can demonstrate an understanding of the technical requirements to operate a registry. ICANN will ask the applicant to demonstrate actual operational technical compliance prior to delegation. This is in line with current prerequisites for the delegation of a TLD.

- Registrant protection is emphasized in both the criteria and the scoring. Examples of this include asking the applicant to:

  - Plan for the occurrence of contingencies and registry failure by putting in place financial resources to fund the ongoing resolution of names while a replacement operator is found or extended notice can be given to registrants,
  - Demonstrate a capability to understand and plan for business contingencies to afford some protections through the marketplace,
  - Adhere to DNS stability and security requirements as described in the technical section, and
  - Provide access to the widest variety of services.

II. Aspects of the Questions Asked in the Application and Evaluation Criteria

The technical and financial questions are intended to inform and guide the applicant in aspects of registry start-up and operation. The established registry operator should find the questions straightforward while inexperienced applicants should find them a natural part of planning.

Evaluation and scoring (detailed below) will emphasize:

- How thorough are the answers? Are they well thought through and do they provide a sufficient basis for evaluation?

- Demonstration of the ability to operate and fund the registry on an ongoing basis:

  - Funding sources to support technical operations in a manner that ensures stability and security and supports planned expenses,
  - Resilience and sustainability in the face of ups and downs, anticipation of contingencies,
  - Funding to carry on operations in the event of failure.

- Demonstration that the technical plan will likely deliver on best practices for a registry and identification of aspects that might raise DNS stability and security issues.

- Ensures plan integration, consistency and compatibility (responses to questions are not evaluated individually but in comparison to others):
  - Funding adequately covers technical requirements,
  - Funding covers costs,
  - Risks are identified and addressed, in comparison to other aspects of the plan.

III. Scoring

Evaluation

- The questions, criteria, scoring and evaluation methodology are to be conducted in accordance with the principles described earlier in section I. With that in mind, globally diverse evaluation panelists will staff evaluation panels. The diversity of evaluators and access to experts in all regions of the world will ensure application evaluations take into account cultural, technical and business norms in the regions from which applications originate.

- Evaluation teams will consist of two independent panels. One will evaluate the applications against the financial criteria. The other will evaluate the applications against the technical & operational criteria. Given the requirement that technical and financial planning be well integrated, the panels will work together and coordinate information transfer where necessary. Other relevant experts (e.g., technical, audit, legal, insurance, finance) in pertinent regions will provide advice as required.

- Precautions will be taken to ensure that no member of the Evaluation Teams will have any interest or association that may be viewed as a real or potential conflict of interest with an applicant or application. All members must adhere to the Code of Conduct and Conflict of Interest guidelines that are found in Module 2.

- Communications between the evaluation teams and the applicants will be through an online interface. During the evaluation, evaluators may pose a set of clarifying questions to an applicant, to which the applicant may respond through the interface.

Confidentiality: ICANN will post applications after the close of the application submission period. The application form notes which parts of the application will be posted.

Scoring

- Responses will be evaluated against each criterion. A score will be assigned according to the scoring schedule linked to each question or set of questions. In several questions, 1 point is the maximum score that may be awarded. In several other questions, 2 points are awarded for a response that exceeds requirements, 1 point is awarded for a response that meets requirements and 0 points are awarded for a response that fails to meet requirements. Each question must receive at least a score of "1," making each a "pass/fail" question.

- In the Continuity question in the financial section(see Question #50), up to 3 points are awarded if an applicant provides, at the application stage, a financial instrument that will guarantee ongoing registry operations in the event of a business failure. This extra

point can serve to guarantee passing the financial criteria for applicants who score the minimum passing score for each of the individual criteria. The purpose of this weighting is to reward applicants who make early arrangements for the protection of registrants and to accept relatively riskier business plans where registrants are protected.

- There are 21 Technical & Operational questions. Each question has a criterion and scoring associated with it. The scoring for each is 0, 1, or 2 points as described above. One of the questions (IDN implementation) is optional. Other than the optional questions, all Technical & Operational criteria must be scored a 1 or more or the application will fail the evaluation.

- The total technical score must be equal to or greater than 22 for the application to pass. That means the applicant can pass by:

  - Receiving a 1 on all questions, including the optional question, and a 2 on at least one mandatory question; or
  - Receiving a 1 on all questions, excluding the optional question and a 2 on at least two mandatory questions.

  This scoring methodology requires a minimum passing score for each question and a slightly higher average score than the per question minimum to pass.

- There are six Financial questions and six sets of criteria that are scored by rating the answers to one or more of the questions. For example, the question concerning registry operation costs requires consistency between the technical plans (described in the answers to the Technical & Operational questions) and the costs (described in the answers to the costs question).

- The scoring for each of the Financial criteria is 0, 1 or 2 points as described above with the exception of the Continuity question, for which up to 3 points are possible. All questions must receive at least a 1 or the application will fail the evaluation.

- The total financial score on the six criteria must be 8 or greater for the application to pass. That means the applicant can pass by:

  - Scoring a 3 on the continuity criteria, or
  - Scoring a 2 on any two financial criteria.

- Applications that do not pass Initial Evaluation can enter into an extended evaluation process as described in Module 2. The scoring is the same.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
Applicant Information	1	Full legal name of the Applicant (the established entity that would enter into a Registry Agreement with ICANN)	Y	Responses to Questions 1 - 12 are required for a complete application. Responses are not scored.			
	2	Address of the principal place of business of the Applicant. This address will be used for contractual purposes. No Post Office boxes are allowed.	Y				
	3	Phone number for the Applicant's principal place of business.	Y				
	4	Fax number for the Applicant's principal place of business.	Y				
	5	Website or URL, if applicable.	Y				
Primary Contact for this Application	6	Name	Y	The primary contact is the individual designated with the primary responsibility for management of the application, including responding to tasks in the TLD Application System (TAS) during the various application phases. Both contacts listed should also be prepared to receive inquiries from the public.			
		Title	Y				
		Date of birth	N				
		Country of birth	N				
		Address	N				
		Phone number	Y				
		Fax number	Y				
		Email address	Y				
Secondary Contact for this Application	7	Name	Y	The secondary contact is listed in the event the primary contact is unavailable to continue with the application process.			
		Title	Y				
		Date of birth	N				
		Country of birth	N				
		Address	N				
		Phone number	Y				
		Fax number	Y				

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		Email address	Y				
Proof of Legal Establishment	8	(a) Legal form of the Applicant. (e.g., partnership, corporation, non-profit institution).	Y				
		(b) State the specific national or other jurisdiction that defines the type of entity identified in 8(a).	Y	In the event of questions regarding proof of establishment, the applicant may be asked for additional details, such as the specific national or other law applying to this type of entity			
		(c) Attach evidence of the applicant's establishment as the type of entity identified in Question 8(a) above, in accordance with the applicable laws identified in Question 8(b).	Y	Applications without valid proof of legal establishment will not be evaluated further. Supporting documentation for proof of legal establishment should be submitted in the original language.			
	9	(a) If the applying entity is publicly traded, provide the exchange and symbol.	Y				
		(b) If the applying entity is a subsidiary, provide the parent company.	Y				
		(c) If the applying entity is a joint venture, list all joint venture partners.	Y				
	10	Business ID, Tax ID, VAT registration number, or equivalent of the Applicant.	N				
Applicant Background	11	(a) Enter the full name, date and country of birth, contact information (permanent residence), and position of all directors (i.e., members of the applicant's Board of Directors, if applicable).	Partial	Applicants should be aware that the names and positions of the individuals listed in response to this question will be published as part of the application. The contact information listed for individuals is for identification purposes only and will not be published as part of the application. Background checks may be conducted on individuals named in the applicant's response to question 11. Any material misstatement or misrepresentation (or omission of material information) may cause the application to be rejected. The applicant certifies that it has obtained permission for the posting of the names and positions of individuals included in this application.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		(b) Enter the full name, date and country of birth, contact information (permanent residence), and position of all officers and partners. Officers are high-level management officials of a corporation or business, for example, a CEO, vice president, secretary, chief financial officer. Partners would be listed in the context of a partnership or other such form of legal entity.	Partial				
		(c) Enter the full name and contact information of all shareholders holding at least 15% of shares, and percentage held by each. For a shareholder entity, enter the principal place of business. For a shareholder individual, enter the date and country of birth and contact information (permanent residence).	Partial				
		(d) For an applying entity that does not have directors, officers, partners, or shareholders, enter the full name, date and country of birth, contact information (permanent residence), and position of all individuals having overall legal or executive responsibility for the applying entity.	Partial				
		(e) Indicate whether the applicant or any of the individuals named above: i. within the past ten years, has been convicted of any crime related to financial or corporate governance activities, or has been judged by a court to have committed fraud or breach of fiduciary duty, or has been the subject of a judicial determination that is the substantive equivalent of any of these; ii. within the past ten years, has been disciplined by any government or industry regulatory body for conduct involving dishonesty or misuse of funds of others; iii. within the past ten years has been convicted of any willful tax-related fraud or willful evasion of tax liabilities; iv. within the past ten years has been convicted of perjury, forswearing, failing to cooperate with a law enforcement investigation, or making false statements to a law enforcement agency or representative;	N	ICANN may deny an otherwise qualified application based on the background screening process. See section 1.2.1 of the guidebook.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		v. has ever been convicted of any crime involving the use of computers, telephony systems, telecommunications or the Internet to facilitate the commission of crimes; vi. has ever been convicted of any crime involving the use of a weapon, force, or the threat of force; vii. has ever been convicted of any violent or sexual offense victimizing children, the elderly, or individuals with disabilities; viii. has ever been convicted of the illegal sale, manufacture, or distribution of pharmaceutical drugs, or been convicted or successfully extradited for any offense described in Article 3 of the United Nations Convention Against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 1988; ix. has ever been convicted or successfully extradited for any offense described in the United Nations Convention against Transnational Organized Crime (all Protocols); x. has been convicted, within the respective timeframes, of aiding, abetting, facilitating, enabling, conspiring to commit, or failing to report any of the listed crimes (i.e., within the past 10 years for crimes listed in (i) - (iv) above, or ever for the crimes listed in (v) – (ix) above); xi. has entered a guilty plea as part of a plea agreement or has a court case in any jurisdiction with a disposition of Adjudicated Guilty or Adjudication Withheld (or regional equivalents) within the respective timeframes listed above for any of the listed crimes (i.e., within the past 10 years for crimes listed in (i) – (iv) above, or ever for the crimes listed in (v) – (ix) above); xii. is the subject of a disqualification imposed by ICANN and in effect at the time of this application. If any of the above events have occurred, please provide details.					

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		(f) Indicate whether the applicant or any of the individuals named above have been involved in any decisions indicating that the applicant or individual named in the application was engaged in cybersquatting, as defined in the Uniform Domain Name Dispute Resolution Policy (UDRP), Anti-cybersquatting Consumer Protection Act (ACPA), or other equivalent legislation, or was engaged in reverse domain name hijacking under the UDRP or bad faith or reckless disregard under the ACPA or equivalent legislation.	N	ICANN may deny an otherwise qualified application based on the background screening process. See section 1.2.1 of the guidebook for details.			
		(g) Disclose whether the applicant or any of the individuals named above has been involved in any administrative or other legal proceeding in which allegations of intellectual property infringement relating to registration or use of a domain name have been made. Provide an explanation related to each such instance.	N	ICANN may deny an otherwise qualified application based on the background screening process. See section 1.2.1 of the guidebook for details.			
		(h) Provide an explanation for any additional background information that may be found concerning the applicant or any individual named in the application, which may affect eligibility, including any criminal convictions not identified above.	N				
Evaluation Fee	12	(a) Enter the confirmation information for payment of the evaluation fee (e.g., wire transfer confirmation number).	N	The evaluation fee is paid in the form of a deposit at the time of user registration, and submission of the remaining amount at the time the full application is submitted. The information in question 12 is required for each payment. The full amount in USD must be received by ICANN. Applicant is responsible for all transaction fees and exchange rate fluctuation. Fedwire is the preferred wire mechanism; SWIFT is also acceptable. ACH is not recommended as these funds will take longer to clear and could affect timing of the application processing.			
		(b) Payer name	N				
		(c) Payer address	N				

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		(d) Wiring bank	N				
		(e) Bank address	N				
		(f) Wire date	N				
Applied-for gTLD string	13	Provide the applied-for gTLD string. If applying for an IDN, provide the U-label.	Y	Responses to Questions 13-17 are not scored, but are used for database and validation purposes. The U-label is an IDNA-valid string of Unicode characters, including at least one non-ASCII character.			
	14	(a) If applying for an IDN, provide the A-label (beginning with "xn--").	Y				
		(b) If an IDN, provide the meaning, or restatement of the string in English, that is, a description of the literal meaning of the string in the opinion of the applicant.	Y				
		(c) If an IDN, provide the language of the label (both in English and as referenced by ISO-639-1).	Y				
		(d) If an IDN, provide the script of the label (both in English and as referenced by ISO 15924).	Y				
		(e) If an IDN, list all code points contained in the U-label according to Unicode form.	Y	For example, the string "HELLO" would be listed as U+0048 U+0065 U+006C U+006C U+006F.			
	15	(a) If an IDN, upload IDN tables for the proposed registry. An IDN table must include: 1. the applied-for gTLD string relevant to the tables, 2. the script or language designator (as defined in BCP 47), 3. table version number, 4. effective date (DD Month YYYY), and 5. contact name, email address, and phone number. Submission of IDN tables in a standards-based format is encouraged.	Y	In the case of an application for an IDN gTLD, IDN tables must be submitted for the language or script for the applied-for gTLD string. IDN tables must also be submitted for each language or script in which the applicant intends to offer IDN registrations at the second level (see question 44). IDN tables should be submitted in a machine-readable format. The model format described in Section 5 of RFC 4290 would be ideal. The format used by RFC 3743 is an acceptable alternative. Variant generation algorithms that are more complex (such as those with contextual			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				rules) and cannot be expressed using these table formats should be specified in a manner that could be re-implemented programmatically by ICANN. Ideally, for any complex table formats, a reference code implementation should be provided in conjunction with a description of the generation rules.			
		(b) Describe the process used for development of the IDN tables submitted, including consultations and sources used.	Y				
		(c) List any variants to the applied-for gTLD string according to the relevant IDN tables.	Y	Variant TLD strings will not be delegated as a result of this application. Variant strings will be checked for consistency and, if the application is approved, will be entered on a Declared IDN Variants List to allow for future allocation once a variant management mechanism is established for the top level. Inclusion of variant TLD strings in this application is for information only and confers no right or claim to these strings upon the applicant.			
	16	Describe the applicant's efforts to ensure that there are no known operational or rendering problems concerning the applied-for gTLD string. If such issues are known, describe steps that will be taken to mitigate these issues in software and other applications.	Y				
	17	OPTIONAL. Provide a representation of the label according to the International Phonetic Alphabet (http://www.langsci.ucl.ac.uk/ipa/).	Y	If provided, this information will be used as a guide to ICANN in communications regarding the application.			
Mission/Purpose	18	(a) Describe the mission/purpose of your proposed gTLD.	Y	The information gathered in response to Question 18 is intended to inform the post-launch review of the New gTLD Program, from the perspective of assessing the relative costs and benefits achieved in the expanded gTLD space. For the application to be considered complete, answers to this section must be fulsome and sufficiently quantitative and detailed to inform future study on plans vs. results.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				The New gTLD Program will be reviewed, as specified in section 9.3 of the Affirmation of Commitments. This will include consideration of the extent to which the introduction or expansion of gTLDs has promoted competition, consumer trust and consumer choice, as well as effectiveness of (a) the application and evaluation process, and (b) safeguards put in place to mitigate issues involved in the introduction or expansion. The information gathered in this section will be one source of input to help inform this review. This information is not used as part of the evaluation or scoring of the application, except to the extent that the information may overlap with questions or evaluation areas that are scored. An applicant wishing to designate this application as community-based should ensure that these responses are consistent with its responses for question 20 below.			
		(b) How do you expect that your proposed gTLD will benefit registrants, Internet users, and others?	Y	Answers should address the following points: i. What is the goal of your proposed gTLD in terms of areas of specialty, service levels, or reputation? ii. What do you anticipate your proposed gTLD will add to the current space, in terms of competition, differentiation, or innovation? iii. What goals does your proposed gTLD have in terms of user experience? iv. Provide a complete description of the applicant's intended registration policies in support of the goals listed above. v. Will your proposed gTLD impose any measures for			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				protecting the privacy or confidential information of registrants or users? If so, please describe any such measures. Describe whether and in what ways outreach and communications will help to achieve your projected benefits.			
	18	(c) What operating rules will you adopt to eliminate or minimize social costs (e.g., time or financial resource costs, as well as various types of consumer vulnerabilities)? What other steps will you take to minimize negative consequences/costs imposed upon consumers?	Y	Answers should address the following points: i. How will multiple applications for a particular domain name be resolved, for example, by auction or on a first-come/first-serve basis? ii. Explain any cost benefits for registrants you intend to implement (e.g., advantageous pricing, introductory discounts, bulk registration discounts). iii. Note that the Registry Agreement requires that registrars be offered the option to obtain initial domain name registrations for periods of one to ten years at the discretion of the registrar, but no greater than ten years. Additionally, the Registry Agreement requires advance written notice of price increases. Do you intend to make contractual commitments to registrants regarding the magnitude of price escalation? If so, please describe your plans.			
Community-based Designation	19	Is the application for a community-based TLD?	Y	There is a presumption that the application is a standard application (as defined in the Applicant Guidebook) if this question is left unanswered.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				The applicant's designation as standard or community-based cannot be changed once the application is submitted.			
	20	(a) Provide the name and full description of the community that the applicant is committing to serve. In the event that this application is included in a community priority evaluation, it will be scored based on the community identified in response to this question. The name of the community does not have to be formally adopted for the application to be designated as community-based.	Y	Descriptions should include: • How the community is delineated from Internet users generally. Such descriptions may include, but are not limited to, the following: membership, registration, or licensing processes, operation in a particular industry, use of a language. • How the community is structured and organized. For a community consisting of an alliance of groups, details about the constituent parts are required. • When the community was established, including the date(s) of formal organization, if any, as well as a description of community activities to date. • The current estimated size of the community, both as to membership and geographic extent.		Responses to Question 20 will be regarded as firm commitments to the specified community and reflected in the Registry Agreement, provided the application is successful. Responses are not scored in the Initial Evaluation. Responses may be scored in a community priority evaluation, if applicable. Criteria and scoring methodology for the community priority evaluation are described in Module 4 of the Applicant Guidebook.	
		(b) Explain the applicant's relationship to the community identified in 20(a).	Y	Explanations should clearly state: • Relations to any community organizations. • Relations to the community and its constituent parts/groups. • Accountability mechanisms of the applicant to the community.			
		(c) Provide a description of the community-based purpose of the applied-for gTLD.	Y	Descriptions should include: • Intended registrants in the TLD. • Intended end-users of the TLD. • Related activities the applicant has carried out or intends to carry out in service of this purpose. • Explanation of how the purpose is of a lasting nature.			
		(d) Explain the relationship between the applied-for gTLD string and the community identified in 20(a).	Y	Explanations should clearly state: • relationship to the established name, if any, of the community.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				• relationship to the identification of community members. • any connotations the string may have beyond the community.			
		(e) Provide a complete description of the applicant's intended registration policies in support of the community-based purpose of the applied-for gTLD. Policies and enforcement mechanisms are expected to constitute a coherent set.	Y	Descriptions should include proposed policies, if any, on the following: • Eligibility: who is eligible to register a second-level name in the gTLD, and how will eligibility be determined. • Name selection: what types of second-level names may be registered in the gTLD. • Content/Use: what restrictions, if any, the registry operator will impose on how a registrant may use its registered name. • Enforcement: what investigation practices and mechanisms exist to enforce the policies above, what resources are allocated for enforcement, and what appeal mechanisms are available to registrants.			
		(f) Attach any written endorsements for the application from established institutions representative of the community identified in 20(a). An applicant may submit written endorsements by multiple institutions, if relevant to the community.	Y	At least one such endorsement is required for a complete application. The form and content of the endorsement are at the discretion of the party providing the endorsement; however, the letter must identify the applied-for gTLD string and the applying entity, include an express statement support for the application, and the supply the contact information of the entity providing the endorsement. Endorsements from institutions not mentioned in the response to 20(b) should be accompanied by a clear description of each such institution's relationship to the community. Endorsements presented as supporting documentation for this question should be submitted in the original language.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
Geographic Names	21	(a) Is the application for a geographic name?	Y	An applied-for gTLD string is considered a geographic name requiring government support if it is: (a) the capital city name of a country or territory listed in the ISO 3166-1 standard; (b) a city name, where it is clear from statements in the application that the applicant intends to use the gTLD for purposes associated with the city name; (c) a sub-national place name listed in the ISO 3166-2 standard; or (d) a name listed as a UNESCO region or appearing on the "Composition of macro geographic (continental) or regions, geographic sub-regions, and selected economic and other groupings" list. See Module 2 for complete definitions and criteria. An application for a country or territory name, as defined in the Applicant Guidebook, will not be approved.			
		(b) If a geographic name, attach documentation of support or non-objection from all relevant governments or public authorities.	N	See the documentation requirements in Module 2 of the Applicant Guidebook. Documentation presented in response to this question should be submitted in the original language.			
Protection of Geographic Names	22	Describe proposed measures for protection of geographic names at the second and other levels in the applied-for gTLD. This should include any applicable rules and procedures for reservation and/or release of such names.	Y	Applicants should consider and describe how they will incorporate Governmental Advisory Committee (GAC) advice in their management of second-level domain name registrations. See "Principles regarding New gTLDs" at https://gacweb.icann.org/display/GACADV/New+gTLDs. For reference, applicants may draw on existing methodology developed for the reservation and release of country names in the .INFO top-level domain. See the Dot Info Circular at https://gacweb.icann.org/display/GACADV/New+gTLDs . Proposed measures will be posted for public comment as part of the application. However, note that procedures for release of geographic names at the second level			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				must be separately approved according to Specification 5 of the Registry Agreement. That is, approval of a gTLD application does not constitute approval for release of any geographic names under the Registry Agreement. Such approval must be granted separately by ICANN.			
Registry Services	23	Provide name and full description of all the Registry Services to be provided. Descriptions should include both technical and business components of each proposed service, and address any potential security or stability concerns. The following registry services are customary services offered by a registry operator: A. Receipt of data from registrars concerning registration of domain names and name servers. B. Dissemination of TLD zone files. C. Dissemination of contact or other information concerning domain name registrations (e.g., port-43 WHOIS, Web-based Whois, RESTful Whois service). D. Internationalized Domain Names, where offered. E. DNS Security Extensions (DNSSEC). The applicant must describe whether any of these registry services are intended to be offered in a manner unique to the TLD. Additional proposed registry services that are unique to the registry must also be described.	Y	Registry Services are defined as the following: (1) operations of the Registry critical to the following tasks: (i) the receipt of data from registrars concerning registrations of domain names and name servers; (ii) provision to registrars of status information relating to the zone servers for the TLD; (iii) dissemination of TLD zone files; (iv) operation of the Registry zone servers; and (v) dissemination of contact and other information concerning domain name server registrations in the TLD as required by the Registry Agreement; and (2) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy; (3) any other products or services that only a Registry Operator is capable of providing, by reason of its designation as the Registry Operator. A full definition of Registry Services can be found at http://www.icann.org/en/registries/rsep/rsep.html. Security: For purposes of this Applicant Guidebook, an effect on security by the proposed Registry Service means (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with applicable standards. Stability: For purposes of this Applicant Guidebook, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and		Responses are not scored. A preliminary assessment will be made to determine if there are potential security or stability issues with any of the applicant's proposed Registry Services. If any such issues are identified, the application will be referred for an extended review. See the description of the Registry Services review process in Module 2 of the Applicant Guidebook. Any information contained in the application may be considered as part of the Registry Services review. If its application is approved, applicant may engage in only those registry services defined in the application, unless a new request is submitted to ICANN in accordance with the Registry Agreement.	

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
				authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF, or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning.			
Demonstration of Technical & Operational Capability (External)	24	Shared Registration System (SRS) Performance: describe • the plan for operation of a robust and reliable SRS. SRS is a critical registry function for enabling multiple registrars to provide domain name registration services in the TLD. SRS must include the EPP interface to the registry, as well as any other interfaces intended to be provided, if they are critical to the functioning of the registry. Please refer to the requirements in Specification 6 (section 1.2) and Specification 10 (SLA Matrix) attached to the Registry Agreement; and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer should include, but is not limited to: • A high-level SRS system description; • Representative network diagram(s); • Number of servers; • Description of interconnectivity with other registry systems; • Frequency of synchronization between servers; and • Synchronization scheme (e.g., hot standby, cold standby).	Y	The questions in this section (24-44) are intended to give applicants an opportunity to demonstrate their technical and operational capabilities to run a registry. In the event that an applicant chooses to outsource one or more parts of its registry operations, the applicant should still provide the full details of the technical arrangements. Note that the resource plans provided in this section assist in validating the technical and operational plans as well as informing the cost estimates in the Financial section below. Questions 24-30(a) are designed to provide a description of the applicant's intended technical and operational approach for those registry functions that are outward-facing, i.e., interactions with registrars, registrants, and various DNS users. Responses to these questions will be published to allow review by affected parties.	0-1	Complete answer demonstrates: (1) a plan for operating a robust and reliable SRS, one of the five critical registry functions; (2) scalability and performance consistent with the overall business approach, and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) evidence of compliance with Specification 6 (section 1.2) to the Registry Agreement.	1 - meets requirements: Response includes (1) An adequate description of SRS that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Details of a well-developed plan to operate a robust and reliable SRS; (3) SRS plans are sufficient to result in compliance with Specification 6 and Specification 10 to the Registry Agreement; (4) SRS is consistent with the technical, operational and financial approach described in the application; and (5) Demonstrates that adequate technical resources are already on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		A complete answer is expected to be no more than 5 pages. (As a guide, one page contains approximately 4000 characters).					
	25	Extensible Provisioning Protocol (EPP): provide a detailed description of the interface with registrars, including how the applicant will comply with EPP in RFCs 3735 (if applicable), and 5730-5734. If intending to provide proprietary EPP extensions, provide documentation consistent with RFC 3735, including the EPP templates and schemas that will be used. Describe resourcing plans (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 5 pages. If there are proprietary EPP extensions, a complete answer is also expected to be no more than 5 pages per EPP extension.	Y		0-1	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements; (2) a technical plan scope/scale consistent with the overall business approach and planned size of the registry; and (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; (4) ability to comply with relevant RFCs; (5) if applicable, a well-documented implementation of any proprietary EPP extensions; and (6) if applicable, how proprietary EPP extensions are consistent with the registration lifecycle as described in Question 27.	1 - meets requirements: Response includes (1) Adequate description of EPP that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Sufficient evidence that any proprietary EPP extensions are compliant with RFCs and provide all necessary functionalities for the provision of registry services; (3) EPP interface is consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates that technical resources are already on hand, or committed or readily available. 0 - fails requirements: Does not meet all the requirements to score 1.
	26	Whois: describe • how the applicant will comply with Whois specifications for data objects, bulk access, and lookups as defined in Specifications 4 and 10 to the Registry Agreement; • how the Applicant's Whois service will comply with RFC 3912; and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer should include, but is not limited to:	Y	The Registry Agreement (Specification 4) requires provision of Whois lookup services for all names registered in the TLD. This is a minimum requirement. Provision for Searchable Whois as defined in the scoring column is a requirement for achieving a score of 2 points.	0-2	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements, (one of the five critical registry functions); (2) a technical plan scope/scale consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the	2 – exceeds requirements: Response meets all the attributes for a score of 1 and includes: (1) A Searchable Whois service: Whois service includes web-based search capabilities by domain name, registrant name, postal address, contact names, registrar IDs, and Internet Protocol addresses without arbitrary limit. Boolean search capabilities may be offered. The service shall include appropriate precautions to avoid abuse of this feature (e.g., limiting access to legitimate authorized users), and the

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		• A high-level Whois system description; • Relevant network diagram(s); • IT and infrastructure resources (e.g., servers, switches, routers and other components); • Description of interconnectivity with other registry systems; and • Frequency of synchronization between servers. To be eligible for a score of 2, answers must also include: • Provision for Searchable Whois capabilities; and • A description of potential forms of abuse of this feature, how these risks will be mitigated, and the basis for these descriptions. A complete answer is expected to be no more than 5 pages.				planned costs detailed in the financial section; (4) ability to comply with relevant RFCs; (5) evidence of compliance with Specifications 4 and 10 to the Registry Agreement; and (6) if applicable, a well-documented implementation of Searchable Whois.	application demonstrates compliance with any applicable privacy laws or policies. 1 - meets requirements: Response includes (1) adequate description of Whois service that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Evidence that Whois services are compliant with RFCs, Specifications 4 and 10 to the Registry Agreement, and any other contractual requirements including all necessary functionalities for user interface; (3) Whois capabilities consistent with the technical, operational, and financial approach as described in the application; and (4) demonstrates an adequate level of resources that are already on hand or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	27	Registration Life Cycle: provide a detailed description of the proposed registration lifecycle for domain names in the proposed gTLD. The description must: • explain the various registration states as well as the criteria and procedures that are used to change state; • describe the typical registration lifecycle of create/update/delete and all intervening steps such as pending, locked, expired, and transferred that may apply; • clearly explain any time elements that are involved - for instance details of add-grace or redemption grace periods, or notice periods for renewals or transfers; and • describe resourcing plans for this aspect of the criteria (number and	Y		0-1	Complete answer demonstrates: (1) complete knowledge and understanding of registration lifecycles and states; (2) consistency with any specific commitments made to registrants as adapted to the overall business approach for the proposed gTLD; and (3) the ability to comply with relevant RFCs.	1 - meets requirements: Response includes (1) An adequate description of the registration lifecycle that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Details of a fully developed registration life cycle with definition of various registration states, transition between the states, and trigger points; (3) A registration lifecycle that is consistent with any commitments to registrants and with technical, operational, and financial plans described in the application; and (4) Demonstrates an adequate level of

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		description of personnel roles allocated to this area). The description of the registration lifecycle should be supplemented by the inclusion of a state diagram, which captures definitions, explanations of trigger points, and transitions from state to state. If applicable, provide definitions for aspects of the registration lifecycle that are not covered by standard EPP RFCs. A complete answer is expected to be no more than 5 pages.					resources that are already on hand or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	28	Abuse Prevention and Mitigation: Applicants should describe the proposed policies and procedures to minimize abusive registrations and other activities that have a negative impact on Internet users. A complete answer should include, but is not limited to: • An implementation plan to establish and publish on its website a single abuse point of contact responsible for addressing matters requiring expedited attention and providing a timely response to abuse complaints concerning all names registered in the TLD through all registrars of record, including those involving a reseller; • Policies for handling complaints regarding abuse; • Proposed measures for removal of orphan glue records for names removed from the zone when provided with evidence in written form that the glue is present in connection with malicious conduct (see Specification 6); and • Resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). To be eligible for a score of 2, answers must include measures to promote Whois accuracy as well as measures from one other area as	Y	Note that, while orphan glue often supports correct and ordinary operation of the DNS, registry operators will be required to take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.	0-2	Complete answer demonstrates: (1) Comprehensive abuse policies, which include clear definitions of what constitutes abuse in the TLD, and procedures that will effectively minimize potential for abuse in the TLD; (2) Plans are adequately resourced in the planned costs detailed in the financial section; (3) Policies and procedures identify and address the abusive use of registered names at startup and on an ongoing basis; and (4) When executed in accordance with the Registry Agreement, plans will result in compliance with contractual requirements.	2 – exceeds requirements: Response meets all the attributes for a score of 1 and includes: (1) Details of measures to promote Whois accuracy, using measures specified here or other measures commensurate in their effectiveness; and (2) Measures from at least one additional area to be eligible for 2 points as described in the question. 1 - meets requirements Response includes: (1) An adequate description of abuse prevention and mitigation policies and procedures that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Details of well-developed abuse policies and procedures; (3) Plans are sufficient to result in compliance with contractual requirements; (4) Plans are consistent with the technical, operational, and financial approach described in the application, and any commitments made to registrants; and (5) Demonstrates an adequate level of resources that are on hand, committed, or readily available to

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		described below. • Measures to promote Whois accuracy (can be undertaken by the registry directly or by registrars via requirements in the Registry-Registrar Agreement (RRA)) may include, but are not limited to: o Authentication of registrant information as complete and accurate at time of registration. Measures to accomplish this could include performing background checks, verifying all contact information of principals mentioned in registration data, reviewing proof of establishment documentation, and other means. o Regular monitoring of registration data for accuracy and completeness, employing authentication methods, and establishing policies and procedures to address domain names with inaccurate or incomplete Whois data; and o If relying on registrars to enforce measures, establishing policies and procedures to ensure compliance, which may include audits, financial incentives, penalties, or other means. Note that the requirements of the RAA will continue to apply to all ICANN-accredited registrars. • A description of policies and procedures that define malicious or abusive behavior, capture metrics, and establish Service Level Requirements for resolution, including service levels for responding to law enforcement requests. This may include rapid takedown or suspension systems and sharing information regarding malicious or abusive behavior with industry partners; • Adequate controls to ensure proper access to domain functions (can be undertaken by the registry directly or by						carry out this function. 0 – fails requirements Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		registrars via requirements in the Registry-Registrar Agreement (RRA)) may include, but are not limited to: o Requiring multi-factor authentication (i.e., strong passwords, tokens, one-time passwords) from registrants to process update, transfers, and deletion requests; o Requiring multiple, unique points of contact to request and/or approve update, transfer, and deletion requests; and o Requiring the notification of multiple, unique points of contact when a domain has been updated, transferred, or deleted. A complete answer is expected to be no more than 20 pages.					
	29	Rights Protection Mechanisms: Applicants must describe how their registry will comply with policies and practices that minimize abusive registrations and other activities that affect the legal rights of others, such as the Uniform Domain Name Dispute Resolution Policy (UDRP), Uniform Rapid Suspension (URS) system, and Trademark Claims and Sunrise services at startup. A complete answer should include: • A description of how the registry operator will implement safeguards against allowing unqualified registrations (e.g., registrations made in violation of the registry's eligibility restrictions or policies), and reduce opportunities for behaviors such as phishing or pharming. At a minimum, the registry operator must offer a Sunrise period and a Trademark Claims service during the required time periods, and implement decisions rendered under the URS on an ongoing basis; and • A description of resourcing plans for the	Y		0-2	Complete answer describes mechanisms designed to: (1) prevent abusive registrations, and (2) identify and address the abusive use of registered names on an ongoing basis.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes: (1) Identification of rights protection as a core objective, supported by a well-developed plan for rights protection; and (2) Mechanisms for providing effective protections that exceed minimum requirements (e.g., RPMs in addition to those required in the registry agreement). 1 - meets requirements: Response includes (1) An adequate description of RPMs that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) A commitment from the applicant to implement of rights protection mechanisms sufficient to comply with minimum requirements in Specification 7; (3) Plans that are sufficient to result in compliance with contractual requirements;

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		initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). To be eligible for a score of 2, answers must also include additional measures specific to rights protection, such as abusive use policies, takedown procedures, registrant pre-verification, or authentication procedures, or other covenants. A complete answer is expected to be no more than 10 pages.					(4) Mechanisms that are consistent with the technical, operational, and financial approach described in the application; and (5) Demonstrates an adequate level of resources that are on hand, committed, or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score a 1.
	30	(a) Security Policy: provide a summary of the security policy for the proposed registry, including but not limited to: • indication of any independent assessment reports demonstrating security capabilities, and provisions for periodic independent assessment reports to test security capabilities; • description of any augmented security levels or capabilities commensurate with the nature of the applied for gTLD string, including the identification of any existing international or industry relevant security standards the applicant commits to following (reference site must be provided); • list of commitments made to registrants concerning security levels. To be eligible for a score of 2, answers must also include: • Evidence of an independent assessment report demonstrating effective security controls (e.g., ISO 27001). A summary of the above should be no more than 20 pages. Note that the complete security policy for the registry is required to be submitted in accordance with 30(b).	Y	Criterion 5 calls for security levels to be appropriate for the use and level of trust associated with the TLD string, such as, for example, financial services oriented TLDs. "Financial services" are activities performed by financial institutions, including: 1) the acceptance of deposits and other repayable funds; 2) lending; 3) payment and remittance services; 4) insurance or reinsurance services; 5) brokerage services; 6) investment services and activities; 7) financial leasing; 8) issuance of guarantees and commitments; 9) provision of financial advice; 10) portfolio management and advice; or 11) acting as a financial clearinghouse. Financial services is used as an example only; other strings with exceptional potential to cause harm to consumers would also be expected to deploy appropriate levels of security.	0-2	Complete answer demonstrates: (1) detailed description of processes and solutions deployed to manage logical security across infrastructure and systems, monitoring and detecting threats and security vulnerabilities and taking appropriate steps to resolve them; (2) security capabilities are consistent with the overall business approach and planned size of the registry; (3) a technical plan adequately resourced in the planned costs detailed in the financial section; (4) security measures are consistent with any commitments made to registrants regarding security levels; and (5) security measures are appropriate for the applied-for gTLD string (For example, applications for strings with unique trust implications, such as financial services-oriented strings, would be expected to provide a commensurate level of security).	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes: (1) Evidence of highly developed and detailed security capabilities, with various baseline security levels, independent benchmarking of security metrics, robust periodic security monitoring, and continuous enforcement; and (2) an independent assessment report is provided demonstrating effective security controls are either in place or have been designed, and are commensurate with the applied-for gTLD string. (This could be ISO 27001 certification or other well-established and recognized industry certifications for the registry operation. If new independent standards for demonstration of effective security controls are established, such as the High Security Top Level Domain (HSTLD) designation, this could also be included. An illustrative example of an independent standard is the proposed set of requirements described in http://www.icann.org/en/correspondence/aba-bits-to-beckstrom-crocker-20dec11-en.pdf.) 1 - meets requirements: Response includes:

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
							(1) Adequate description of security policies and procedures that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) A description of adequate security capabilities, including enforcement of logical access control, threat analysis, incident response and auditing. Ad-hoc oversight and governance and leading practices being followed; (3) Security capabilities consistent with the technical, operational, and financial approach as described in the application, and any commitments made to registrants; (4) Demonstrates that an adequate level of resources are on hand, committed or readily available to carry out this function; and (5) Proposed security measures are commensurate with the nature of the applied-for gTLD string. 0 - fails requirements: Does not meet all the requirements to score 1.
Demonstration of Technical & Operational Capability (Internal)	30	(b) Security Policy: provide the complete security policy and procedures for the proposed registry, including but not limited to: • system (data, server, application / services) and network access control, ensuring systems are maintained in a secure fashion, including details of how they are monitored, logged and backed up; • resources to secure integrity of updates between registry systems and nameservers, and between nameservers, if any; • independent assessment reports demonstrating security capabilities (submitted as attachments), if any; • provisioning and other measures that mitigate risks posed by denial of service attacks; • computer and network incident response	N	Questions 30(b) – 44 are designed to provide a description of the applicant's intended technical and operational approach for those registry functions that are internal to the infrastructure and operations of the registry. To allow the applicant to provide full details and safeguard proprietary information, responses to these questions will not be published.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		policies, plans, and processes; • plans to minimize the risk of unauthorized access to its systems or tampering with registry data; • intrusion detection mechanisms, a threat analysis for the proposed registry, the defenses that will be deployed against those threats, and provision for periodic threat analysis updates; • details for auditing capability on all network access; • physical security approach; • identification of department or group responsible for the registry's security organization; • background checks conducted on security personnel; • description of the main security threats to the registry operation that have been identified; and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area).					
	31	Technical Overview of Proposed Registry: provide a technical overview of the proposed registry. The technical plan must be adequately resourced, with appropriate expertise and allocation of costs. The applicant will provide financial descriptions of resources in the next section and those resources must be reasonably related to these technical requirements. The overview should include information on the estimated scale of the registry's technical operation, for example, estimates for the number of registration transactions and DNS queries per month should be provided for the first two years of operation. In addition, the overview should account for geographic dispersion of incoming network traffic such as DNS, Whois, and registrar transactions.	N	To the extent this answer is affected by the applicant's intent to outsource various registry operations, the applicant should describe these plans (e.g., taking advantage of economies of scale or existing facilities). However, the response must include specifying the technical plans, estimated scale, and geographic dispersion as required by the question.	0-1	Complete answer demonstrates: (1) complete knowledge and understanding of technical aspects of registry requirements; (2) an adequate level of resiliency for the registry's technical operations; (3) consistency with planned or currently deployed technical/operational solutions; (4) consistency with the overall business approach and planned size of the registry; (5) adequate resourcing for technical plan in the	1 - meets requirements: Response includes: (1) A description that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Technical plans consistent with the technical, operational, and financial approach as described in the application; (3) Demonstrates an adequate level of resources that are on hand, committed, or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		If the registry serves a highly localized registrant base, then traffic might be expected to come mainly from one area. This high-level summary should not repeat answers to questions below. Answers should include a visual diagram(s) to highlight dataflows, to provide context for the overall technical infrastructure. Detailed diagrams for subsequent questions should be able to map back to this high-level diagram(s). The visual diagram(s) can be supplemented with documentation, or a narrative, to explain how all of the Technical & Operational components conform. A complete answer is expected to be no more than 10 pages.				planned costs detailed in the financial section; and (6) consistency with subsequent technical questions.	
	32	Architecture: provide documentation for the system and network architecture that will support registry operations for the proposed scale of the registry. System and network architecture documentation must clearly demonstrate the applicant's ability to operate, manage, and monitor registry systems. Documentation should include multiple diagrams or other components including but not limited to: • Detailed network diagram(s) showing the full interplay of registry elements, including but not limited to SRS, DNS, Whois, data escrow, and registry database functions; • Network and associated systems necessary to support registry operations, including: ▪ Anticipated TCP / IP addressing scheme, ▪ Hardware (i.e., servers, routers, networking components, virtual machines and key characteristics (CPU and RAM, Disk space, internal network connectivity, and make and model)), ▪ Operating system and versions, and ▪ Software and applications (with version information) necessary to support registry operations, management, and monitoring • General overview of capacity planning, including bandwidth allocation plans; • List of providers / carriers; and • Resourcing plans for the initial	N		0-2	Complete answer demonstrates: (1) detailed and coherent network architecture; (2) architecture providing resiliency for registry systems; (3) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; and (4) a technical plan that is adequately resourced in the planned costs detailed in the financial section.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes (1) Evidence of highly developed and detailed network architecture that is able to scale well above stated projections for high registration volumes, thereby significantly reducing the risk from unexpected volume surges and demonstrates an ability to adapt quickly to support new technologies and services that are not necessarily envisaged for initial registry startup; and (2) Evidence of a highly available, robust, and secure infrastructure. 1 - meets requirements: Response includes (1) An adequate description of the architecture that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Plans for network architecture describe all necessary elements; (3) Descriptions demonstrate adequate network architecture providing robustness and security of the

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). To be eligible for a score of 2, answers must also include evidence of a network architecture design that greatly reduces the risk profile of the proposed registry by providing a level of scalability and adaptability (e.g., protection against DDoS attacks) that far exceeds the minimum configuration necessary for the expected volume. A complete answer is expected to be no more than 10 pages.					registry; (4) Bandwidth and SLA are consistent with the technical, operational, and financial approach as described in the application; and (5) Demonstrates an adequate level of resources that are on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	33	Database Capabilities: provide details of database capabilities including but not limited to: • database software; • storage capacity (both in raw terms [e.g., MB, GB] and in number of registrations / registration transactions); • maximum transaction throughput (in total and by type of transaction); • scalability; • procedures for object creation, editing, and deletion, and user and credential management; • high availability; • change management procedures; • reporting capabilities; and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A registry database data model can be included to provide additional clarity to this response. Note: Database capabilities described should be in reference to registry services and not necessarily related support functions such as Personnel or Accounting, unless such services are inherently intertwined with the delivery of registry services. To be eligible for a score of 2, answers must also	N		0-2	Complete answer demonstrates: (1) complete knowledge and understanding of database capabilities to meet the registry technical requirements; (2) database capabilities consistent with the overall business approach and planned size of the registry; and (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes (1) Highly developed and detailed description of database capabilities that are able to scale well above stated projections for high registration volumes, thereby significantly reducing the risk from unexpected volume surges and demonstrates an ability to adapt quickly to support new technologies and services that are not necessarily envisaged for registry startup; and (2) Evidence of comprehensive database capabilities, including high scalability and redundant database infrastructure, regularly reviewed operational and reporting procedures following leading practices. 1 - meets requirements: Response includes (1) An adequate description of database capabilities that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Plans for database capabilities

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		include evidence of database capabilities that greatly reduce the risk profile of the proposed registry by providing a level of scalability and adaptability that far exceeds the minimum configuration necessary for the expected volume. A complete answer is expected to be no more than 5 pages.					describe all necessary elements; (3) Descriptions demonstrate adequate database capabilities, with database throughput, scalability, and database operations with limited operational governance; (4) Database capabilities are consistent with the technical, operational, and financial approach as described in the application; and (5) Demonstrates that an adequate level of resources that are on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	34	Geographic Diversity: provide a description of plans for geographic diversity of: a. name servers, and b. operations centers. Answers should include, but are not limited to: • the intended physical locations of systems, primary and back-up operations centers (including security attributes), and other infrastructure; • any registry plans to use Anycast or other topological and geographical diversity measures, in which case, the configuration of the relevant service must be included; • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). To be eligible for a score of 2, answers must also include evidence of a geographic diversity plan that greatly reduces the risk profile of the proposed registry by ensuring the continuance of all vital business functions (as identified in the applicant's continuity plan in Question 39) in the event of a natural or other disaster) at the principal place of business or point of presence.	N		0-2	Complete answer demonstrates: (1) geographic diversity of nameservers and operations centers; (2) proposed geo-diversity measures are consistent with the overall business approach and planned size of the registry; and (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes (1) Evidence of highly developed measures for geo-diversity of operations, with locations and functions to continue all vital business functions in the event of a natural or other disaster at the principal place of business or point of presence; and (2) A high level of availability, security, and bandwidth. 1 - meets requirements: Response includes (1) An adequate description of Geographic Diversity that substantially demonstrates the applicant's capabilities and knowledge required to meet this element; (2) Plans provide adequate geo-diversity of name servers and operations to continue critical registry functions in the event of a temporary outage at the principal place of business or point of presence; (3) Geo-diversity plans are consistent

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		A complete answer is expected to be no more than 5 pages.					with technical, operational, and financial approach as described in the application; and (4) Demonstrates adequate resources that are on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	35	DNS Service: describe the configuration and operation of nameservers, including how the applicant will comply with relevant RFCs. All name servers used for the new gTLD must be operated in compliance with the DNS protocol specifications defined in the relevant RFCs, including but not limited to: 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 3901, 4343, and 4472. • Provide details of the intended DNS Service including, but not limited to: A description of the DNS services to be provided, such as query rates to be supported at initial operation, and reserve capacity of the system. Describe how your nameserver update methods will change at various scales. Describe how DNS performance will change at various scales. • RFCs that will be followed – describe how services are compliant with RFCs and if these are dedicated or shared with any other functions (capacity/performance) or DNS zones. • The resources used to implement the services - describe complete server hardware and software, including network bandwidth and addressing plans for servers. Also include resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). • Demonstrate how the system will	N	Note that the use of DNS wildcard resource records as described in RFC 4592 or any other method or technology for synthesizing DNS resource records or using redirection within the DNS by the registry is prohibited in the Registry Agreement. Also note that name servers for the new gTLD must comply with IANA Technical requirements for authoritative name servers: http://www.iana.org/procedures/nameserver-requirements.html.	0-1	Complete answer demonstrates: (1) adequate description of configurations of nameservers and compliance with respective DNS protocol-related RFCs; (2) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; (4) evidence of compliance with Specification 6 to the Registry Agreement; and (5) evidence of complete knowledge and understanding of requirements for DNS service, one of the five critical registry functions.	1 - meets requirements: Response includes: (1) Adequate description of DNS service that that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Plans are sufficient to result in compliance with DNS protocols (Specification 6, section 1.1) and required performance specifications Specification 10, Service Level Matrix; (3) Plans are consistent with technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		function - describe how the proposed infrastructure will be able to deliver the performance described in Specification 10 (section 2) attached to the Registry Agreement. Examples of evidence include: • Server configuration standard (i.e., planned configuration). • Network addressing and bandwidth for query load and update propagation. • Headroom to meet surges. A complete answer is expected to be no more than 10 pages.					
	36	IPv6 Reachability: provide a description of plans for providing IPv6 transport including, but not limited to: • How the registry will support IPv6 access to Whois, Web-based Whois and any other Registration Data Publication Service as described in Specification 6 (section 1.5) to the Registry Agreement. • How the registry will comply with the requirement in Specification 6 for having at least two nameservers reachable over IPv6. • List all services that will be provided over IPv6, and describe the IPv6 connectivity and provider diversity that will be used. • Resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 5 pages.	N	IANA nameserver requirements are available at http://www.iana.org/procedures/nameserver-requirements.html.	0-1	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements; (2) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) evidence of compliance with Specification 6 to the Registry Agreement.	1 - meets requirements: Response includes (1) Adequate description of IPv6 reachability that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) A description of an adequate implementation plan addressing requirements for IPv6 reachability, indicating IPv6 reachability allowing IPv6 transport in the network over two independent IPv6 capable networks in compliance to IPv4 IANA specifications, and Specification 10; (3) IPv6 plans consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
	37	Data Backup Policies & Procedures: provide • details of frequency and procedures for backup of data, • hardware, and systems used for backup, • data format, • data backup features, • backup testing procedures, • procedures for retrieval of data/rebuild of database, • storage controls and procedures, and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 5 pages.	N		0-1	Complete answer demonstrates: (1) detailed backup and retrieval processes deployed; (2) backup and retrieval process and frequency are consistent with the overall business approach and planned size of the registry; and (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section.	1 - meets requirements: Response includes (1) Adequate description of backup policies and procedures that substantially demonstrate the applicant's capabilities and knowledge required to meet this element; (2) A description of leading practices being or to be followed; (3) Backup procedures consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, or committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score a 1.
	38	Data Escrow: describe • how the applicant will comply with the data escrow requirements documented in the Registry Data Escrow Specification (Specification 2 of the Registry Agreement); and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 5 pages	N		0-1	Complete answer demonstrates: (1) complete knowledge and understanding of data escrow, one of the five critical registry functions; (2) compliance with Specification 2 of the Registry Agreement; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) the escrow arrangement is consistent with the overall business approach and size/scope of the registry.	1 – meets requirements: Response includes (1) Adequate description of a Data Escrow process that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Data escrow plans are sufficient to result in compliance with the Data Escrow Specification (Specification 2 to the Registry Agreement); (3) Escrow capabilities are consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, committed, or readily available to carry out this function. 0 – fails requirements: Does not meet all the requirements to score a 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
	39	Registry Continuity: describe how the applicant will comply with registry continuity obligations as described in Specification 6 (section 3) to the registry agreement. This includes conducting registry operations using diverse, redundant servers to ensure continued operation of critical functions in the case of technical failure. Describe resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). The response should include, but is not limited to, the following elements of the business continuity plan: • Identification of risks and threats to compliance with registry continuity obligations; • Identification and definitions of vital business functions (which may include registry services beyond the five critical registry functions) versus other registry functions and supporting operations and technology; • Definitions of Recovery Point Objectives and Recovery Time Objective; and • Descriptions of testing plans to promote compliance with relevant obligations. To be eligible for a score of 2, answers must also include: • A highly detailed plan that provides for leading practice levels of availability; and • Evidence of concrete steps such as a contract with a backup provider (in addition to any currently designated service operator) or a maintained hot site. A complete answer is expected to be no more than 15 pages.	N	For reference, applicants should review the ICANN gTLD Registry Continuity Plan at http://www.icann.org/en/registries/continuity/gtld-registry-continuity-plan-25apr09-en.pdf. A Recovery Point Objective (RPO) refers to the point in time to which data should be recovered following a business disruption or disaster. The RPO allows an organization to define a window of time before a disruption or disaster during which data may be lost and is independent of the time it takes to get a system back on-line.If the RPO of a company is two hours, then when a system is brought back on-line after a disruption/disaster, all data must be restored to a point within two hours before the disaster. A Recovery Time Objective (RTO) is the duration of time within which a process must be restored after a business disruption or disaster to avoid what the entity may deem as unacceptable consequences. For example, pursuant to the draft Registry Agreement DNS service must not be down for longer than 4 hours. At 4 hours ICANN may invoke the use of an Emergency Back End Registry Operator to take over this function. The entity may deem this to be an unacceptable consequence therefore they may set their RTO to be something less than 4 hours and would build continuity plans accordingly. Vital business functions are functions that are critical to the success of the operation. For example, if a registry operator provides an additional service beyond the five critical registry functions, that it deems as central to its TLD, or supports an operation that is central to the TLD, this might be identified as a vital business function.	0-2	Complete answer demonstrates: (1) detailed description showing plans for compliance with registry continuity obligations; (2) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) evidence of compliance with Specification 6 to the Registry Agreement.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes: (1) Highly developed and detailed processes for maintaining registry continuity; and (2) Evidence of concrete steps, such as a contract with a backup service provider or a maintained hot site. 1 - meets requirements: Response includes: (1) Adequate description of a Registry Continuity plan that substantially demonstrates capability and knowledge required to meet this element; (2) Continuity plans are sufficient to result in compliance with requirements (Specification 6); (3) Continuity plans are consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, committed readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score a 1.
	40	Registry Transition: provide a Service Migration plan (as described in the Registry Transition Processes) that could be followed in the event	N		0-1	Complete answer demonstrates: (1) complete knowledge and	1 - meets requirements: Response includes (1) Adequate description of a registry

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		that it becomes necessary to permanently transition the proposed gTLD to a new operator. The plan must take into account, and be consistent with the vital business functions identified in the previous question. Elements of the plan may include, but are not limited to: • Preparatory steps needed for the transition of critical registry functions; • Monitoring during registry transition and efforts to minimize any interruption to critical registry functions during this time; and • Contingency plans in the event that any part of the registry transition is unable to move forward according to the plan. A complete answer is expected to be no more than 10 pages.				understanding of the Registry Transition Processes; and (2) a technical plan scope/scale consistent with the overall business approach and planned size of the registry.	transition plan that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) A description of an adequate registry transition plan with appropriate monitoring during registry transition; and (3) Transition plan is consistent with the technical, operational, and financial approach as described in the application. 0 - fails requirements: Does not meet all the requirements to score a 1.
	41	Failover Testing: provide • a description of the failover testing plan, including mandatory annual testing of the plan. Examples may include a description of plans to test failover of data centers or operations to alternate sites, from a hot to a cold facility, registry data escrow testing, or other mechanisms. The plan must take into account and be consistent with the vital business functions identified in Question 39; and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). The failover testing plan should include, but is not limited to, the following elements: • Types of testing (e.g., walkthroughs, takedown of sites) and the frequency of testing; • How results are captured, what is done	N		0-1	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements; (2) a technical plan scope/scale consistent with the overall business approach and planned size of the registry; and (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section.	1 - meets requirements: Response includes (1) An adequate description of a failover testing plan that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) A description of an adequate failover testing plan with an appropriate level of review and analysis of failover testing results; (3) Failover testing plan is consistent with the technical, operational, and financial approach as described in the application; and (4) Demonstrates an adequate level of resources that are on hand, committed or readily available to carry out this function. 0 – fails requirements Does not meet all the requirements to score a 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		with the results, and with whom results are shared; • How test plans are updated (e.g., what triggers an update, change management processes for making updates); • Length of time to restore critical registry functions; • Length of time to restore all operations, inclusive of critical registry functions; and • Length of time to migrate from one site to another. A complete answer is expected to be no more than10 pages.					
	42	Monitoring and Fault Escalation Processes: provide • a description of the proposed (or actual) arrangements for monitoring critical registry systems (including SRS, database systems, DNS servers, Whois service, network connectivity, routers and firewalls). This description should explain how these systems are monitored and the mechanisms that will be used for fault escalation and reporting, and should provide details of the proposed support arrangements for these registry systems. • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). To be eligible for a score of 2, answers must also include: • Meeting the fault tolerance / monitoring guidelines described • Evidence of commitment to provide a 24x7 fault response team. A complete answer is expected to be no more than 10 pages.	N		0-2	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements; (2) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) consistency with the commitments made to registrants and registrars regarding system maintenance.	2 - exceeds requirements: Response meets all attributes for a score of 1 and includes (1) Evidence showing highly developed and detailed fault tolerance/monitoring and redundant systems deployed with real-time monitoring tools / dashboard (metrics) deployed and reviewed regularly; (2) A high level of availability that allows for the ability to respond to faults through a 24x7 response team. 1 - meets requirements: Response includes (1) Adequate description of monitoring and fault escalation processes that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Evidence showing adequate fault tolerance/monitoring systems planned with an appropriate level of monitoring and limited periodic review being performed; (3) Plans are consistent with the technical, operational, and financial approach described in the application; and (4) Demonstrates an adequate level of resources that are on hand,

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							committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.
	43	DNSSEC: Provide • The registry's DNSSEC policy statement (DPS), which should include the policies and procedures the proposed registry will follow, for example, for signing the zone file, for verifying and accepting DS records from child domains, and for generating, exchanging, and storing keying material; • Describe how the DNSSEC implementation will comply with relevant RFCs, including but not limited to: RFCs 4033, 4034, 4035, 5910, 4509, 4641, and 5155 (the latter will only be required if Hashed Authenticated Denial of Existence will be offered); and • resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 5 pages. Note, the DPS is required to be submitted as part of the application	N		0-1	Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements, one of the five critical registry functions; (2) a technical plan scope/scale that is consistent with the overall business approach and planned size of the registry; (3) a technical plan that is adequately resourced in the planned costs detailed in the financial section; and (4) an ability to comply with relevant RFCs.	1 - meets requirements: Response includes (1) An adequate description of DNSSEC that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) Evidence that TLD zone files will be signed at time of launch, in compliance with required RFCs, and registry offers provisioning capabilities to accept public key material from registrants through the SRS ; (3) An adequate description of key management procedures in the proposed TLD, including providing secure encryption key management (generation, exchange, and storage); (4) Technical plan is consistent with the technical, operational, and financial approach as described in the application; and (5) Demonstrates an adequate level of resources that are already on hand, committed or readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score 1.

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	44	OPTIONAL. IDNs: • State whether the proposed registry will support the registration of IDN labels in the TLD, and if so, how. For example, explain which characters will be supported, and provide the associated IDN Tables with variant characters identified, along with a corresponding registration policy. This includes public interfaces to the databases such as Whois and EPP. • Describe how the IDN implementation will comply with RFCs 5809-5893 as well as the ICANN IDN Guidelines at http://www.icann.org/en/topics/idn/implementation-guidelines.htm. • Describe resourcing plans for the initial implementation of, and ongoing maintenance for, this aspect of the criteria (number and description of personnel roles allocated to this area). A complete answer is expected to be no more than 10 pages plus attachments.	N	IDNs are an optional service at time of launch. Absence of IDN implementation or plans will not detract from an applicant's score. Applicants who respond to this question with plans for implementation of IDNs at time of launch will be scored according to the criteria indicated here. IDN tables should be submitted in a machine-readable format. The model format described in Section 5 of RFC 4290 would be ideal. The format used by RFC 3743 is an acceptable alternative. Variant generation algorithms that are more complex (such as those with contextual rules) and cannot be expressed using these table formats should be specified in a manner that could be re-implemented programmatically by ICANN. Ideally, for any complex table formats, a reference code implementation should be provided in conjunction with a description of the generation rules.	0-1	IDNs are an optional service. Complete answer demonstrates: (1) complete knowledge and understanding of this aspect of registry technical requirements; (2) a technical plan that is adequately resourced in the planned costs detailed in the financial section; (3) consistency with the commitments made to registrants and the technical, operational, and financial approach described in the application; (4) issues regarding use of scripts are settled and IDN tables are complete and publicly available; and (5) ability to comply with relevant RFCs.	1 - meets requirements for this optional element: Response includes (1) Adequate description of IDN implementation that substantially demonstrates the applicant's capability and knowledge required to meet this element; (2) An adequate description of the IDN procedures, including complete IDN tables, compliance with IDNA/IDN guidelines and RFCs, and periodic monitoring of IDN operations; (3) Evidence of ability to resolve rendering and known IDN issues or spoofing attacks; (4) IDN plans are consistent with the technical, operational, and financial approach as described in the application; and (5) Demonstrates an adequate level of resources that are on hand, committed readily available to carry out this function. 0 - fails requirements: Does not meet all the requirements to score a 1.
Demonstration of Financial Capability	45	Financial Statements: provide • audited or independently certified financial statements for the most recently completed fiscal year for the applicant, and • audited or unaudited financial statements for the most recently ended interim financial period for the applicant for which this information may be released. For newly-formed applicants, or where financial statements are not audited, provide: • the latest available unaudited financial statements; and • an explanation as to why audited or independently certified financial statements are not available. At a minimum, the financial statements should be provided for the legal entity listed as the applicant.	N	The questions in this section (45-50) are intended to give applicants an opportunity to demonstrate their financial capabilities to run a registry. Supporting documentation for this question should be submitted in the original language.	0-1	Audited or independently certified financial statements are prepared in accordance with International Financial Reporting Standards (IFRS) adopted by the International Accounting Standards Board (IASB) or nationally recognized accounting standards (e.g., GAAP). This will include a balance sheet and income statement reflecting the applicant's financial position and results of operations, a statement of shareholders equity/partner capital, and a cash flow statement. In the event the applicant is an entity newly formed for the purpose of applying for a gTLD and with little to no operating history	1 - meets requirements: Complete audited or independently certified financial statements are provided, at the highest level available in the applicant's jurisdiction. Where such audited or independently certified financial statements are not available, such as for newly-formed entities, the applicant has provided an explanation and has provided, at a minimum, unaudited financial statements. 0 - fails requirements: Does not meet all the requirements to score 1.

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		Financial statements are used in the analysis of projections and costs. A complete answer should include: • balance sheet; • income statement; • statement of shareholders equity/partner capital; • cash flow statement, and • letter of auditor or independent certification, if applicable.				(less than one year), the applicant must submit, at a minimum, pro forma financial statements including all components listed in the question. Where audited or independently certified financial statements are not available, applicant has provided an adequate explanation as to the accounting practices in its jurisdiction and has provided, at a minimum, unaudited financial statements.	
	46	Projections Template: provide financial projections for costs and funding using Template 1, Most Likely Scenario (attached). Note, if certain services are outsourced, reflect this in the relevant cost section of the template. The template is intended to provide commonality among TLD applications and thereby facilitate the evaluation process. A complete answer is expected to be no more than 10 pages in addition to the template.	N		0-1	Applicant has provided a thorough model that demonstrates a sustainable business (even if break-even is not achieved through the first three years of operation). Applicant's description of projections development is sufficient to show due diligence.	1 - meets requirements: (1) Financial projections adequately describe the cost, funding and risks for the application (2) Demonstrates resources and plan for sustainable operations; and (3) Financial assumptions about the registry operations, funding and market are identified, explained, and supported. 0 - fails requirements: Does not meet all of the requirements to score a 1.
	47	Costs and capital expenditures: in conjunction with the financial projections template, describe and explain: • the expected operating costs and capital expenditures of setting up and operating the proposed registry; • any functions to be outsourced, as indicated in the cost section of the template, and the reasons for outsourcing; • any significant variances between years in any category of expected costs; and • a description of the basis / key assumptions including rationale for the costs provided in the projections template. This may include an	N	This question is based on the template submitted in question 46.	0-2	Costs identified are consistent with the proposed registry services, adequately fund technical requirements, and are consistent with proposed mission/purpose of the registry. Costs projected are reasonable for a registry of size and scope described in the application. Costs identified include the funding costs (interest expenses and fees) related to the continued operations instrument described in Question 50 below.	2 - exceeds requirements: Response meets all of the attributes for a score of 1 and: (1) Estimated costs and assumptions are conservative and consistent with an operation of the registry volume/scope/size as described by the applicant; (2) Estimates are derived from actual examples of previous or existing registry operations or equivalent; and (3) Conservative estimates are based on those experiences and describe a range of anticipated costs and use the high end of those estimates.

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		executive summary or summary outcome of studies, reference data, or other steps taken to develop the responses and validate any assumptions made. As described in the Applicant Guidebook, the information provided will be considered in light of the entire application and the evaluation criteria. Therefore, this answer should agree with the information provided in Template 1 to: 1) maintain registry operations, 2) provide registry services described above, and 3) satisfy the technical requirements described in the Demonstration of Technical & Operational Capability section. Costs should include both fixed and variable costs. To be eligible for a score of two points, answers must demonstrate a conservative estimate of costs based on actual examples of previous or existing registry operations with similar approach and projections for growth and costs or equivalent. Attach reference material for such examples. A complete answer is expected to be no more than 10 pages.				Key assumptions and their rationale are clearly described and may include, but are not limited to: • Key components of capital expenditures; • Key components of operating costs, unit operating costs, headcount, number of technical/operating/ equipment units, marketing, and other costs; and • Costs of outsourcing, if any.	1 - meets requirements: (1) Cost elements are reasonable and complete (i.e., cover all of the aspects of registry operations: registry services, technical requirements and other aspects as described by the applicant); (2) Estimated costs and assumptions are consistent and defensible with an operation of the registry volume/scope/size as described by the applicant; and (3) Projections are reasonably aligned with the historical financial statements provided in Question 45. 0 - fails requirements: Does not meet all the requirements to score a 1.
		(b) Describe anticipated ranges in projected costs. Describe factors that affect those ranges. A complete answer is expected to be no more than 10 pages.	N				
	48	(a) Funding and Revenue: Funding can be derived from several sources (e.g., existing capital or proceeds/revenue from operation of the proposed registry). Describe: I) How existing funds will provide resources for both: a) start-up of operations, and b) ongoing operations; II) the revenue model including projections for transaction volumes and price (if the applicant does not intend to rely on registration revenue in order to cover the costs of the registry's	N	Supporting documentation for this question should be submitted in the original language.	0-2	Funding resources are clearly identified and adequately provide for registry cost projections. Sources of capital funding are clearly identified, held apart from other potential uses of those funds and available. The plan for transition of funding sources from available capital to revenue from operations (if applicable) is described.	2 - exceeds requirements: Response meets all the attributes for a score of 1 and (1) Existing funds (specifically all funds required for start-up) are quantified, on hand, segregated in an account available only to the applicant for purposes of the application only, ; (2) If on-going operations are to be at least partially resourced from existing funds (rather than revenue from on-going operations) that funding is segregated and

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		operation, it must clarify how the funding for the operation will be developed and maintained in a stable and sustainable manner); III) outside sources of funding (the applicant must, where applicable, provide evidence of the commitment by the party committing the funds). Secured vs unsecured funding should be clearly identified, including associated sources of funding (i.e., different types of funding, level and type of security/collateral, and key items) for each type of funding; IV) Any significant variances between years in any category of funding and revenue; and V) A description of the basis / key assumptions including rationale for the funding and revenue provided in the projections template. This may include an executive summary or summary outcome of studies, reference data, or other steps taken to develop the responses and validate any assumptions made; and VI) Assurances that funding and revenue projections cited in this application are consistent with other public and private claims made to promote the business and generate support. To be eligible for a score of 2 points, answers must demonstrate: I) A conservative estimate of funding and revenue; and II) Ongoing operations that are not dependent on projected revenue. A complete answer is expected to be no more than 10 pages.				Outside sources of funding are documented and verified. Examples of evidence for funding sources include, but are not limited to: • Executed funding agreements; • A letter of credit; • A commitment letter; or • A bank statement. Funding commitments may be conditional on the approval of the application. Sources of capital funding required to sustain registry operations on an on-going basis are identified. The projected revenues are consistent with the size and projected penetration of the target markets. Key assumptions and their rationale are clearly described and address, at a minimum: • Key components of the funding plan and their key terms; and • Price and number of registrations.	earmarked for this purpose only in an amount adequate for three years operation; (3) If ongoing operations are to be at least partially resourced from revenues, assumptions made are conservative and take into consideration studies, reference data, or other steps taken to develop the response and validate any assumptions made; and (4) Cash flow models are prepared which link funding and revenue assumptions to projected actual business activity. 1 - meets requirements: (1) Assurances provided that materials provided to investors and/or lenders are consistent with the projections and assumptions included in the projections templates; (2) Existing funds (specifically all funds required for start-up) are quantified, committed, identified as available to the applicant; (3) If on-going operations are to be at least partially resourced from existing funds (rather than revenue from on-going operations) that funding is quantified and its sources identified in an amount adequate for three years operation; (4) If ongoing operations are to be at least partially resourced from revenues, assumptions made are reasonable and are directly related to projected business volumes, market size and penetration; and (5) Projections are reasonably aligned with the historical financial statements provided in Question 45. 0 - fails requirements: Does not meet all the requirements to score a 1.

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		(b) Describe anticipated ranges in projected funding and revenue. Describe factors that affect those ranges. A complete answer is expected to be no more than 10 pages.	N				
	49	(a) Contingency Planning: describe your contingency planning: • Identify any projected barriers/risks to implementation of the business approach described in the application and how they affect cost, funding, revenue, or timeline in your planning; • Identify the impact of any particular regulation, law or policy that might impact the Registry Services offering; and • Describe the measures to mitigate the key risks as described in this question. A complete answer should include, for each contingency, a clear description of the impact to projected revenue, funding, and costs for the 3-year period presented in Template 1 (Most Likely Scenario). To be eligible for a score of 2 points, answers must demonstrate that action plans and operations are adequately resourced in the existing funding and revenue plan even if contingencies occur. A complete answer is expected to be no more than10 pages.	N		0-2	Contingencies and risks are identified, quantified, and included in the cost, revenue, and funding analyses. Action plans are identified in the event contingencies occur. The model is resilient in the event those contingencies occur. Responses address the probability and resource impact of the contingencies identified.	2 - exceeds requirements: Response meets all attributes for a score of 1 and: (1) Action plans and operations are adequately resourced in the existing funding and revenue plan even if contingencies occur. 1 - meets requirements: (1) Model adequately identifies the key risks (including operational, business, legal, jurisdictional, financial, and other relevant risks); (2) Response gives consideration to probability and resource impact of contingencies identified; and (3) If resources are not available to fund contingencies in the existing plan, funding sources and a plan for obtaining them are identified. 0 - fails requirements: Does not meet all the requirements to score a 1.
		(b) Describe your contingency planning where funding sources are so significantly reduced that material deviations from the implementation model are required. In particular, describe: • how on-going technical requirements will be met; and • what alternative funding can be reasonably raised at a later time. Provide an explanation if you do not believe there is any chance of reduced funding.	N				

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		Complete a financial projections template (Template 2, Worst Case Scenario) A complete answer is expected to be no more than 10 pages, in addition to the template.					
		(c) Describe your contingency planning where activity volumes so significantly exceed the high projections that material deviation from the implementation model are required. In particular, how will on-going technical requirements be met? A complete answer is expected to be no more than 10 pages.	N				
	50	(a) Provide a cost estimate for funding critical registry functions on an annual basis, and a rationale for these cost estimates commensurate with the technical, operational, and financial approach described in the application. The critical functions of a registry which must be supported even if an applicant's business and/or funding fails are: (1) DNS resolution for registered domain names Applicants should consider ranges of volume of daily DNS queries (e.g., 0-100M, 100M-1B, 1B+), the incremental costs associated with increasing levels of such queries, and the ability to meet SLA performance metrics. (2) Operation of the Shared Registration System Applicants should consider ranges of volume of daily EPP transactions (e.g., 0-200K, 200K-2M, 2M+), the incremental costs associated with	N	Registrant protection is critical and thus new gTLD applicants are requested to provide evidence indicating that the critical functions will continue to be performed even if the registry fails. Registrant needs are best protected by a clear demonstration that the basic registry functions are sustained for an extended period even in the face of registry failure. Therefore, this section is weighted heavily as a clear, objective measure to protect and serve registrants. The applicant has two tasks associated with adequately making this demonstration of continuity for critical registry functions. First, costs for maintaining critical registrant protection functions are to be estimated (Part a). In evaluating the application, the evaluators will adjudge whether the estimate is reasonable given the systems architecture and overall business approach described elsewhere in the application. The Continuing Operations Instrument (COI) is invoked by ICANN if necessary to pay for an Emergency Back End Registry Operator (EBERO) to maintain the five critical registry functions for a period of three to five years. Thus, the cost estimates are tied to the cost for a third party to provide the functions, not	0-3	Figures provided are based on an accurate estimate of costs. Documented evidence or detailed plan for ability to fund on-going critical registry functions for registrants for a period of three years in the event of registry failure, default or until a successor operator can be designated. Evidence of financial wherewithal to fund this requirement prior to delegation. This requirement must be met prior to or concurrent with the execution of the Registry Agreement.	3 - exceeds requirements: Response meets all the attributes for a score of 1 and: (1) Financial instrument is secured and in place to provide for on-going operations for at least three years in the event of failure. 1 - meets requirements: (1) Costs are commensurate with technical, operational, and financial approach as described in the application; and (2) Funding is identified and instrument is described to provide for on-going operations of at least three years in the event of failure. 0 - fails requirements: Does not meet all the requirements to score a 1.

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		increasing levels of such queries, and the ability to meet SLA performance metrics. (3) Provision of Whois service Applicants should consider ranges of volume of daily Whois queries (e.g., 0-100K, 100k-1M, 1M+), the incremental costs associated with increasing levels of such queries, and the ability to meet SLA performance metrics for both web-based and port-43 services. (4) Registry data escrow deposits Applicants should consider administration, retention, and transfer fees as well as daily deposit (e.g., full or incremental) handling. Costs may vary depending on the size of the files in escrow (i.e., the size of the registry database). (5) Maintenance of a properly signed zone in accordance with DNSSEC requirements. Applicants should consider ranges of volume of daily DNS queries (e.g., 0-100M, 100M-1B, 1B+), the incremental costs associated with increasing levels of such queries, and the ability to meet SLA performance metrics. List the estimated annual cost for each of these functions (specify currency used). A complete answer is expected to be no more than 10 pages.		to the applicant's actual in-house or subcontracting costs for provision of these functions. Refer to guidelines at http://www.icann.org/en/announcements/announcement-3-23dec11-en.htm regarding estimation of costs. However, the applicant must provide its own estimates and explanation in response to this question.			
		(b) Applicants must provide evidence as to how the funds required for performing these critical registry functions will be available and guaranteed to fund registry operations (for the protection of registrants in the new gTLD) for a	N	Second (Part b), methods of securing the funds required to perform those functions for at least three years are to be described by the applicant in accordance with the criteria below. Two types of instruments will fulfill			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		minimum of three years following the termination of the Registry Agreement. ICANN has identified two methods to fulfill this requirement: (i) Irrevocable standby letter of credit (LOC) issued by a reputable financial institution. • The amount of the LOC must be equal to or greater than the amount required to fund the registry operations specified above for at least three years. In the event of a draw upon the letter of credit, the actual payout would be tied to the cost of running those functions. • The LOC must name ICANN or its designee as the beneficiary. Any funds paid out would be provided to the designee who is operating the required registry functions. • The LOC must have a term of at least five years from the delegation of the TLD. The LOC may be structured with an annual expiration date if it contains an evergreen provision providing for annual extensions, without amendment, for an indefinite number of periods until the issuing bank informs the beneficiary of its final expiration or until the beneficiary releases the LOC as evidenced in writing. If the expiration date occurs prior to the fifth anniversary of the delegation of the TLD, applicant will be required to obtain a replacement instrument. • The LOC must be issued by a reputable financial institution insured at the highest level in its jurisdiction. Documentation should indicate by whom the issuing institution is insured (i.e., as opposed to by whom the institution is rated). • The LOC will provide that ICANN or its designee shall be unconditionally entitled to a release of funds (full or partial) thereunder upon delivery of written notice by ICANN or its designee. • Applicant should attach an original copy of the executed letter of credit or a draft of the letter of credit containing the full terms and conditions. If not yet executed, the Applicant will be required to provide ICANN with an original copy of the executed LOC prior to or concurrent with the execution of the Registry Agreement. • The LOC must contain at least the following required elements: o Issuing bank and date of issue. o Beneficiary: ICANN / 4676 Admiralty		this requirement. The applicant must identify which of the two methods is being described. The instrument is required to be in place at the time of the execution of the Registry Agreement. Financial Institution Ratings: The instrument must be issued or held by a financial institution with a rating beginning with "A" (or the equivalent) by any of the following rating agencies: A.M. Best, Dominion Bond Rating Service, Egan-Jones, Fitch Ratings, Kroll Bond Rating Agency, Moody's, Morningstar, Standard & Poor's, and Japan Credit Rating Agency. If an applicant cannot access a financial institution with a rating beginning with "A," but a branch or subsidiary of such an institution exists in the jurisdiction of the applying entity, then the instrument may be issued by the branch or subsidiary or by a local financial institution with an equivalent or higher rating to the branch or subsidiary. If an applicant cannot access any such financial institutions, the instrument may be issued by the highest-rated financial institution in the national jurisdiction of the applying entity, if accepted by ICANN. Execution by ICANN: For any financial instruments that contemplate ICANN being a party, upon the written request of the applicant, ICANN may (but is not obligated to) execute such agreement prior to submission of the applicant's application if the agreement is on terms acceptable to ICANN. ICANN encourages applicants to deliver a written copy of any such agreement (only if it requires ICANN's signature) to ICANN as soon as possible to facilitate ICANN's review. If the financial instrument requires ICANN's signature, then the applicant will receive 3 points for question 50 (for the instrument being "secured and in place") only if ICANN executes the agreement prior to submission of the application. ICANN will determine, in			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		Way, Suite 330 / Marina del Rey, CA 90292 / US, or its designee. o Applicant's complete name and address. o LOC identifying number. o Exact amount in USD. o Expiry date. o Address, procedure, and required forms whereby presentation for payment is to be made. o Conditions: ▪ Partial drawings from the letter of credit may be made provided that such payment shall reduce the amount under the standby letter of credit. ▪ All payments must be marked with the issuing bank name and the bank's standby letter of credit number. ▪ LOC may not be modified, amended, or amplified by reference to any other document, agreement, or instrument. ▪ The LOC is subject to the International Standby Practices (ISP 98) International Chamber of Commerce (Publication No. 590), or to an alternative standard that has been demonstrated to be reasonably equivalent. (ii) A <u>deposit into an irrevocable cash escrow account</u> held by a reputable financial institution. • The amount of the deposit must be equal to or greater than the amount required to fund registry operations for at least three years. • Cash is to be held by a third party financial institution which will not allow the funds to be commingled with the Applicant's operating funds or other funds and may only be accessed by ICANN or its designee if certain conditions are met. • The account must be held by a reputable financial institution insured at the highest level in its jurisdiction. Documentation should indicate by whom the issuing institution is insured (i.e., as opposed to by whom the institution is rated). • The escrow agreement relating to the escrow account will provide that ICANN or its designee shall be unconditionally entitled to a release of funds (full or partial) thereunder upon delivery of written notice by ICANN or its designee. • The escrow agreement must have a term		its sole discretion, whether to execute and become a party to a financial instrument. The financial instrument should be submitted in the original language.			

	#	Question	Included in public posting	Notes	Scoring Range	Criteria	Scoring
		of five years from the delegation of the TLD. • The funds in the deposit escrow account are not considered to be an asset of ICANN. • Any interest earnings less bank fees are to accrue to the deposit, and will be paid back to the applicant upon liquidation of the account to the extent not used to pay the costs and expenses of maintaining the escrow. • The deposit plus accrued interest, less any bank fees in respect of the escrow, is to be returned to the applicant if the funds are not used to fund registry functions due to a triggering event or after five years, whichever is greater. • The Applicant will be required to provide ICANN an explanation as to the amount of the deposit, the institution that will hold the deposit, and the escrow agreement for the account at the time of submitting an application. • Applicant should attach evidence of deposited funds in the escrow account, or evidence of provisional arrangement for deposit of funds. Evidence of deposited funds and terms of escrow agreement must be provided to ICANN prior to or concurrent with the execution of the Registry Agreement.					

Instructions: TLD Applicant – Financial Projections

The application process requires the applicant to submit two cash basis Financial Projections.

The first projection (Template 1) should show the Financial Projections associated with the Most Likely scenario expected. This projection should include the forecasted registration volume, registration fee, and all costs and capital expenditures expected during the start-up period and during the first three years of operations. Template 1 relates to Question 46 (Projections Template) in the application.

We also ask that applicants show as a separate projection (Template 2) the Financial Projections associated with a realistic Worst Case scenario. Template 2 relates to Question 49 (Contingency Planning) in the application.

For each Projection prepared, please include Comments and Notes on the bottom of the projection (in the area provided) to provide those reviewing these projections with information regarding:

1. Assumptions used, significant variances in Operating Cash Flows and Capital Expenditures from year-to-year;
2. How you plan to fund operations;
3. Contingency planning

As you complete Template 1 and Template 2, please reference data points and/or formulas used in your calculations (where appropriate).

Section I – Projected Cash inflows and outflows

Projected Cash Inflows

Lines A and B. Provide the number of forecasted registrations and the registration fee for years 1, 2, and 3. Leave the *Start-up* column blank. The start-up period is for cash costs and capital expenditures only; there should be no cash projections input to this column.

Line C. Multiply lines A and B to arrive at the *Registration Cash Inflow* for line C.

Line D. Provide projected cash inflows from any other revenue source for years 1, 2, and 3. For any figures provided on line *D*, please disclose the source in the *Comments/Notes* box of Section I. Note, do not include funding in Line *D as that is covered in Section VI*.

Line E. Add lines *C* and *D* to arrive at the total cash inflow.

Projected Operating Cash Outflows

Start up costs - For all line items (F thru L) Please describe the total period of time this start-up cost is expected to cover in the *Comments/Notes* box.

Line F. Provide the projected labor costs for marketing, customer support, and technical support for start-up, year 1, year 2, and year 3. Note, other labor costs should be put in line *L* (*Other Costs*) and specify the type of labor and associated projected costs in the *Comments/Notes* box of this section.

Line G. *Marketing Costs* represent the amount spent on advertising, promotions, and other marketing activities. This amount should not include labor costs included in Marketing Labor (line *F)*.

Lines H through K. Provide projected costs for facilities, G&A, interests and taxes, and Outsourcing for start-up as well as for years 1, 2, and 3. Be sure to list the type of activities that are being outsourced. You may combine certain activities from the same provider as long as an appropriate description of the services being combined is listed in the *Comments/Notes* box.

Line L. Provide any other projected operating costs for start-up, year 1, year 2, year 3. Be sure to specify the type of cost in the *Comments/Notes* box.

Line M. Add lines *F* through *L* to arrive at the total costs for line *M*.

Line N. Subtract line *E* from line *M* to arrive at the projected net operation number for line *N*.

Section IIa – Breakout of Fixed and Variable Operating Cash Outflows

Line A. Provide the projected variable operating cash outflows including labor and other costs that are not fixed in nature. Variable operating cash outflows are expenditures that fluctuate in relationship with increases or decreases in production or level of operations.

Line B. Provide the projected fixed operating cash outflows. Fixed operating cash outflows are expenditures that do not generally fluctuate in relationship with increases or decreases in production or level of operations. Such costs are generally necessary to be incurred in order to operate the base line operations of the organization or are expected to be incurred based on contractual commitments.

Line C – Add lines *A* and *B* to arrive at total Fixed and Variable Operating Cash Outflows for line *C*. This must equal Total Operating Cash Outflows from Section I, Line *M*.

Section IIb – Breakout of Critical Registry Function Operating Cash Outflows

Lines A – E. Provide the projected cash outflows for the five critical registry functions. If these functions are outsourced, the component of the outsourcing fee representing these functions must be separately identified and provided. These costs are based on the applicant's cost to manage these functions and should be calculated separately from the Continued Operations Instrument (COI) for Question 50.

Line F. If there are other critical registry functions based on the applicant's registry business model then the projected cash outflow for this function must be provided with a description added to the *Comment/Notes* box. This projected cash outflow may also be included in the 3-year reserve.

Line G. Add lines *A* through *F* to arrive at the Total Critical Registry Function Cash Outflows.

Section III – Projected Capital Expenditures

Lines A through C. Provide projected hardware, software, and furniture & equipment capital expenditures for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box.

Line D. Provide any projected capital expenditures as a result of outsourcing. This should be included for start-up and years 1, 2, and 3. Specify the type of expenditure and describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box of Section III.

Line E – Please describe "other" capital expenditures in the *Comments/Notes* box.

Line F. Add lines *A* through *E* to arrive at the Total Capital Expenditures.

Section IV – Projected Assets & Liabilities

Lines A through C. Provide projected cash, account receivables, and other current assets for start-up as well as for years 1, 2, and 3. For *Other Current Assets*, specify the type of asset and describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box.

Line D. Add lines *A*, *B*, *C* to arrive at the Total Current Assets.

Lines E through G. Provide projected accounts payable, short-term debt, and other current liabilities for start-up as well as for years 1, 2, and 3. For *Other Current Liabilities*, specify the type of liability and describe the total period of time the start-up up cost is expected to cover in the *Comments/Notes* box.

Line H. Ad lines *E* through *G* to arrive at the total current liabilities.

Lines I through K. Provide the projected fixed assets (PP&E), the 3-year reserve, and long-term assets for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box.

Line L. Ad lines *I* through *K* to arrive at the total long-term assets.

Line M. Provide the projected long-term debt for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box

Section V – Projected Cash Flow

Cash flow is driven by *Projected Net Operations* (Section I), *Projected Capital Expenditures* (Section III), and *Projected Assets & Liabilities* (Section IV).

Line A. Provide the projected net operating cash flows for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box.

Line B. Provide the projected capital expenditures for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box of Section V.

Lines C through F. Provide the projected change in non-cash current assets, total current liabilities, debt adjustments, and other adjustments for start-up as well as for years 1, 2, and 3. Please describe the total period of time the start-up cost is expected to cover in the *Comments/Notes* box.

Line G. Add lines *A* through *F* to arrive at the projected net cash flow for line *H*.

Section VI – Sources of Funds

Lines A & B. Provide projected funds from debt and equity at start-up. Describe the sources of debt and equity funding as well as the total period of time the start-up is expected to cover in the *Comments/Notes* box. Please also provide evidence the funding (e.g., letter of commitment).

Line C. Add lines *A* and *B* to arrive at the total sources of funds for line *C*.

General Comments – Regarding Assumptions Used, Significant Variances Between Years, etc.

Provide explanations for any significant variances between years (or expected in years beyond the timeframe of the template) in any category of costing or funding.

General Comments – Regarding how the Applicant Plans to Fund Operations

Provide general comments explaining how you will fund operations. Funding should be explained in detail in response to question 48.

General Comments – Regarding Contingencies

Provide general comments to describe your contingency planning. Contingency planning should be explained in detail in response to question 49.

TLD Applicant -- Financial Projections : **Sample**

In local currency (unless noted otherwise)

Sec.	Reference / Formula	Start-up Costs	Live / Operational Year 1	Year 2	Year 3	Comments / Notes
						Provide name of local currency used.
I) Projected Cash Inflows and Outflows						
A) Forecasted registration volume		-	62,000	81,600	105,180	Registration was forecasted based on recent market surveys which we have attached and disccused below.
B) Registration fee		$ -	$ 5.00	$ 5.50	$ 6.05	We do not anticipate significant increases in Registration Fees subsequent to year 3.
C) Registration cash inflows	A * B	-	310,000	448,800	636,339	
D) Other cash inflows		-	35,000	48,000	62,000	Other cash inflows represent advertising monies expected from display ads on our website.
E) Total Cash Inflows		-	345,000	496,800	698,339	
Projected Operating Cash Outflows						
F) Labor:						
i) Marketing Labor		25,000	66,000	72,000	81,000	Costs are further detailed and explained in response to question 47.
ii) Customer Support Labor		5,000	68,000	71,000	74,000	
iii) Technical Labor		32,000	45,000	47,000	49,000	
G) Marketing		40,000	44,000	26,400	31,680	
H) Facilities		7,000	10,000	12,000	14,400	
I) General & Administrative		14,000	112,000	122,500	136,000	
J) Interest and Taxes		27,500	29,000	29,800	30,760	
K) Outsourcing Operating Costs, if any (list the type of activities being outsourced):						Provide a list and associated cost for each outsourced function.
i) Hot site maintenance		5,000	7,500	7,500	7,500	Outsourcing hot site to ABC Company, cost based on number of servers hosted and customer support
ii) Partial Registry Functions		32,000	37,500	41,000	43,000	Outsourced certain registry and other functions to ABC registry (*applicant should list outsourced functions*). Costs for each year are based on expected domains under management
iii) {list type of activities being outsourced}		-	-	-	-	
iv) {list type of activities being outsourced}		-	-	-	-	
v) {list type of activities being outsourced}		-	-	-	-	
vi) {list type of activities being outsourced}		-	-	-	-	
L) Other Operating Costs		12,200	18,000	21,600	25,920	
M) Total Operating Cash Outflows		199,700	437,000	450,800	493,260	
N) Projected Net Operating Cash flow	E - M	(199,700)	(92,000)	46,000	205,079	
IIa) Break out of Fixed and Variable Operating Cash Outflows						
A) Total Variable Operating Costs		92,000	195,250	198,930	217,416	Variable Costs: -Start Up equals all labor plus 75% of marketing. -Years 1 through 3 equal 75% of all labor plus 50% of Marketing, and 30% of G&A and Other Operating Costs
B) Total Fixed Operating Costs		107,700	241,750	251,870	275,844	Fixed Costs: equals Total Costs less Variable Costs
C) Total Operating Cash Outflows	= Sec. I) M	199,700	437,000	450,800	493,260	
	CHECK	-	-	-	-	Check that II) C equals I) N.
IIb) Break out of Critical Registry Function Operating Cash Outflows						Note: these are based on the applicant's cost to manage these functions and should be calculated separately from the Continued Operations Instrument (COI) for Question 50
A) Operation of SRS			5,000	5,500	6,050	Commensurate with Question 24
B) Provision of Whois			6,000	6,600	7,260	Commensurate with Question 26
C) DNS Resolution for Registered Domain Names			7,000	7,700	8,470	Commensurate with Question 35
D) Registry Data Escrow			8,000	8,800	9,680	Commensurate with Question 38
E) Maintenance of Zone in accordance with DNSSEC			9,000	9,900	10,890	Commensurate with Question 43
F) Other						
G) Total Critical Function Cash Outflows		-	35,000	38,500	42,350	
III) Projected Capital Expenditures						
A) Hardware		98,000	21,000	16,000	58,000	-Hardware & Software have a useful life of 3 years
B) Software		32,000	18,000	24,000	11,000	
C) Furniture & Other Equipment		43,000	22,000	14,000	16,000	-Furniture & other equipment have a useful life of 5 years
D) Outsourcing Capital Expenditures, if any (list the type of capital expenditures)						
i)		-	-	-	-	List and describe each identifiable type of outsourcing.
ii)		-	-	-	-	List and describe each identifiable type of outsourcing.
iii)		-	-	-	-	List and describe each identifiable type of outsourcing.
iv)		-	-	-	-	List and describe each identifiable type of outsourcing.
v)		-	-	-	-	List and describe each identifiable type of outsourcing.
vi)		-	-	-	-	List and describe each identifiable type of outsourcing.
E) Other Capital Expenditures						
F) Total Capital Expenditures		173,000	61,000	54,000	85,000	
IV) Projected Assets & Liabilities						
A) Cash		668,300	474,300	413,300	471,679	
B) Accounts receivable			70,000	106,000	160,000	
C) Other current assets			40,000	60,000	80,000	
D) Total Current Assets		668,300	584,300	579,300	711,679	
E) Accounts payable		41,000	110,000	113,000	125,300	
F) Short-term Debt						
G) Other Current Liabilities						
H) Total Current Liabilities		41,000	110,000	113,000	125,300	
I) Total Property, Plant & Equipment (PP&E)	= Sec III) F: cumulative Prior Years + Cur Yr	173,000	234,000	288,000	373,000	
J) 3-year Reserve		186,000	186,000	186,000	186,000	Should equal amount calculated for Question 50
K) Other Long-term Assets						
L) Total Long-term Assets		359,000	420,000	474,000	559,000	
M) Total Long-term Debt		1,000,000	1,000,000	1,000,000	1,000,000	Principal payments on the line of credit with XYZ Bank will not be incurred until Year 5. Interest will be paid as incurred and is reflected in Sec I) J.
V) Projected Cash flow (excl. 3-year Reserve)						
A) Net operating cash flows	= Sec. I) N	(199,700)	(92,000)	46,000	205,079	
B) Capital expenditures	= Sec. III) FE	(173,000)	(61,000)	(54,000)	(85,000)	
C) Change in Non Cash Current Assets	= Sec. IV) (B+C): Prior Yr - Cur Yr	n/a	(110,000)	(56,000)	(74,000)	
D) Change in Total Current Liabilities	= Sec. IV) H: Cur Yr - Prior Yr	41,000	69,000	3,000	12,300	The $41k in Start Up Costs represents an offset of the Accounts Payable reflected in the Projected balance sheet. Subsequent years are based on changes in Current Liabilities where Prior Year is subtracted from the Current year
E) Debt Adjustments	= Sec IV) F and M: Cur Yr - Prior Yr	n/a	-	-	-	
F) Other Adjustments						
G) Projected Net Cash flow		**(331,700)**	**(194,000)**	**(61,000)**	**58,379**	
VI) Sources of funds						
A) Debt:						
i) On-hand at time of application		1,000,000				See below for comments on funding. Revenues are further detailed and explained in response to question 48.
ii) Contingent and/or committed but not yet on-hand						
B) Equity:						
i) On-hand at time of application						
ii) Contingent and/or committed but not yet on-hand		-				
C) Total Sources of funds		1,000,000				

General Comments (Notes Regarding Assumptions Used, Significant Variances Between Years, etc.):

We expect the number of registrations to grow at approximately 30% per year with an increase in the registration fee of $1 per year for the first three years. These volume assumptions are based on the attached (i) market data and (ii) published benchmark regsitry growth. Fee assumptions are aligned with the growth plan and anticipated demand based on the regsitration curve. We anticipate our costs will increase at a controlled pace over the first three years except for marketing costs which will be higher in the start-up and first year as we establish our brand name and work to increase registrations. Operating costs are supported by the attached (i) benchmark report for a basket of similar registries and (ii) a build-up of costs based on our current operations. Our capital expenditures will be greatest in the start-up phase and then our need to invest in computer hardware and software will level off after the start-up period. Capital expenses are based on contract drafts and discussions held with vendors. We have included and referenced the hardware costs to support the estimates. Our investment in Furniture and Equipment will be greatest in the start-up period as we build our infrastructure and then decrease in the following periods.
Start-up: Our start-up phase is anticpated to comprise [X] months in line with benchmark growth curves indicated by prior start-ups and published market data. Our assumptions were derived from the attached support.

Comments regarding how the Applicant plans to Fund operations:

We have recently negotiated a line of credit with XYZ Bank (a copy of the fully executed line of credit agreement has been included with our application) and this funding will allow us to purchase necessary equipment and pay for employees and other Operating Costs during our start-up period and the first few years of operations. We expect that our business operation will be self funded (i.e., revenue from operations will cover all anticipated costs and capital expenditures) by the second half of our second year in operation; we also expect to become profitable with positive cash flow in year three.

General Comments regarding contingencies:

Although we expect to be cash flow positive by the end of year 2, the recently negotiated line of credit will cover our operating costs for the first 4 years of operation if necessary. We have also entered into an agreement with XYZ Co. to assume our registrants should our business model not have the ability to sustain itself in future years. Agreement with XYZ Co. has been included with our application. A full description of risks and a range of potential outcomes and impacts are included in our responses to Question 49. These responses have quantified the impacts of certain probabilites and our negotiated funding and action plans as shown, are adequate to fund our our Worst Case Scenerio

Template 1 - Financial Projections: **Most Likely**

In local currency (unless noted otherwise)

Sec.		Reference / Formula	Start-up Costs	Live / Operational Year 1	Year 2	Year 3	Comments / Notes
							Provide name of local currency used.
I) Projected Cash inflows and outflows							
	A) Forecasted registration volume						
	B) Registration fee						
	C) Registration cash inflows			-	-	-	
	D) Other cash inflows						
	E) Total Cash Inflows		-	-	-	-	
Projected Operating Cash Outflows							
	F) Labor:						
	i) Marketing Labor						
	ii) Customer Support Labor						
	iii) Technical Labor						
	G) Marketing						
	H) Facilities						
	I) General & Administrative						
	J) Interest and Taxes						
	K) Outsourcing Operating Costs, if any (list the type of activities being outsourced):						
	i) {list type of activities being outsourced}						
	ii) {list type of activities being outsourced}						
	iii) {list type of activities being outsourced}						
	iv) {list type of activities being outsourced}						
	v) {list type of activities being outsourced}						
	vi) {list type of activities being outsourced}						
	L) Other Operating costs						
	M) Total Operating Cash Outflows		-	-	-	-	
	N) Projected Net Operating Cash flow		-	-	-	-	
IIa) Break out of Fixed and Variable Operating Cash Outflows							
	A) Total Variable Operating Costs						
	B) Total Fixed Operating Costs						
	C) Total Operating Cash Outflows		-	-	-	-	
		CHECK	-	-	-	-	
IIb) Break out of Critical Function Operating Cash Outflows							
	A) Operation of SRS						
	B) Provision of Whois						
	C) DNS Resolution for Registered Domain Names						
	D) Registry Data Escrow						
	E) Maintenance of Zone in accordance with DNSSEC						
	G) Total Critical Registry Function Cash Outflows		-	-	-	-	
	H) 3-year Total		-				
III) Projected Capital Expenditures							
	A) Hardware						
	B) Software						
	C) Furniture & Other Equipment						
	D) Outsourcing Capital Expenditures, if any (list the type of capital expenditures)						
	i)						
	ii)						
	iii)						
	iv)						
	v)						
	vi)						
	E) Other Capital Expenditures						
	F) Total Capital Expenditures		-	-	-	-	
IV) Projected Assets & Liabilities							
	A) Cash						
	B) Accounts receivable						
	C) Other current assets						
	D) Total Current Assets		-	-	-	-	
	E) Accounts payable						
	F) Short-term Debt						
	G) Other Current Liabilities						
	H) Total Current Liabilities		-	-	-	-	
	I) Total Property, Plant & Equipment (PP&E)		-	-	-	-	
	J) 3-year Reserve			-	-	-	
	K) Other Long-term Assets						
	L) Total Long-term Assets		-	-	-	-	
	M) Total Long-term Debt						
V) Projected Cash flow (excl. 3-year Reserve)							
	A) Net operating cash flows		-	-	-	-	
	C) Capital expenditures		-	-	-	-	
	D) Change in Non Cash Current Assets		n/a	-	-	-	
	E) Change in Total Current Liabilities		-	-	-	-	
	F) Debt Adjustments		n/a	-	-	-	
	G) Other Adjustments						
	H) Projected Net Cash flow		-	-	-	-	
VI) Sources of funds							
	A) Debt:						
	i) On-hand at time of application						
	ii) Contingent and/or committed but not yet on-hand						
	B) Equity:						
	i) On-hand at time of application						
	ii) Contingent and/or committed but not yet on-hand						
	C) Total Sources of funds		-				

General Comments (Notes Regarding Assumptions Used, Significant Variances Between Years, etc.):

Comments regarding how the Applicant plans to Fund operations:

General Comments regarding contingencies:

Template 2 - Financial Projections: **Worst Case**

In local currency (unless noted otherwise)

Sec.		Reference / Formula	Start-up Costs	Live / Operational Year 1	Year 2	Year 3	Comments / Notes
							Provide name of local currency used.
I) Projected Cash inflows and outflows							
	A) Forecasted registration volume						
	B) Registration fee						
	C) Registration cash inflows			-	-	-	
	D) Other cash inflows						
	E) Total Cash Inflows		-	-	-	-	
Projected Operating Cash Outflows							
	F) Labor:						
	i) Marketing Labor						
	ii) Customer Support Labor						
	iii) Technical Labor						
	G) Marketing						
	H) Facilities						
	I) General & Administrative						
	J) Interest and Taxes						
	K) Outsourcing Operating Costs, if any (list the type of activities being outsourced):						
	i) {list type of activities being outsourced}						
	ii) {list type of activities being outsourced}						
	iii) {list type of activities being outsourced}						
	iv) {list type of activities being outsourced}						
	v) {list type of activities being outsourced}						
	vi) {list type of activities being outsourced}						
	L) Other Operating costs						
	M) Total Operating Cash Outflows		-	-	-	-	
	N) Projected Net Operating Cash flow		-	-	-	-	
IIa) Break out of Fixed and Variable Operating Cash Outflows							
	A) Total Variable Operating Costs						
	B) Total Fixed Operating Costs						
	C) Total Operating Cash Outflows		-	-	-	-	
		CHECK	-	-	-	-	
IIb) Break out of Critical Function Operating Cash Outflows							
	A) Operation of SRS						
	B) Provision of Whois						
	C) DNS Resolution for Registered Domain Names						
	D) Registry Data Escrow						
	E) Maintenance of Zone in accordance with DNSSEC						
	G) Total Critical Registry Function Cash Outflows		-	-	-	-	
	H) 3-year Total		-				
III) Projected Capital Expenditures							
	A) Hardware						
	B) Software						
	C) Furniture & Other Equipment						
	D) Outsourcing Capital Expenditures, if any (list the type of capital expenditures)						
	i)						
	ii)						
	iii)						
	iv)						
	v)						
	vi)						
	E) Other Capital Expenditures						
	F) Total Capital Expenditures		-	-	-	-	
IV) Projected Assets & Liabilities							
	A) Cash						
	B) Accounts receivable						
	C) Other current assets						
	D) Total Current Assets		-	-	-	-	
	E) Accounts payable						
	F) Short-term Debt						
	G) Other Current Liabilities						
	H) Total Current Liabilities		-	-	-	-	
	I) Total Property, Plant & Equipment (PP&E)		-	-	-	-	
	J) 3-year Reserve			-	-	-	
	K) Other Long-term Assets						
	L) Total Long-term Assets		-	-	-	-	
	M) Total Long-term Debt						
V) Projected Cash flow (excl. 3-year Reserve)							
	A) Net operating cash flows		-	-	-	-	
	C) Capital expenditures		-	-	-	-	
	D) Change in Non Cash Current Assets		n/a	-	-	-	
	E) Change in Total Current Liabilities		-	-	-	-	
	F) Debt Adjustments		n/a	-	-	-	
	G) Other Adjustments						
	H) Projected Net Cash flow		-	-	-	-	
VI) Sources of funds							
	A) Debt:						
	i) On-hand at time of application						
	ii) Contingent and/or committed but not yet on-hand						
	B) Equity:						
	i) On-hand at time of application						
	ii) Contingent and/or committed but not yet on-hand						
	C) Total Sources of funds		-				

General Comments (Notes Regarding Assumptions Used, Significant Variances Between Years, etc.):

Comments regarding how the Applicant plans to Fund operations:

General Comments regarding contingencies:

Material Subcontracting Arrangement Guide

How to Submit a Request for a Material Subcontracting Arrangement

Version 2.0
26 October 2017

TABLE OF CONTENTS

INTRODUCTION 3

INSTRUCTIONS 4

Step 1 – Preparation 4
Step 2 – Determine the Assignment Type 4
Step 3 – Informal Submission 4
Step 4 – Technical Panel Review (only applies to MSA change to new RSP) 5
Step 5 – Transition Plan Approval 5
Step 6 – Registry System Testing 5
Step 7 – Simulation (only applies to MSA change to new RSP) 6
Step 8 – Formal Submission 6
Step 9 – ICANN Review 6
Step 10 – Onboarding Your New Provider 7

APPENDIX A 8

High-Level Workflow 8

APPENDIX B 9

Guidelines for Transition Plan 9

Introduction

This how-to guide provides guidance for registry operators on how to notify the ICANN org (all subsequent uses of "ICANN" refer to the ICANN org) of an assignment, what documentation is required, and how such notifications will be processed.

The definition of an assignment can be found in Section 7.5 of the Registry Agreement and is provided below:

A direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any Critical Function (as identified in section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed as an assignment.

There are two primary types of assignment:

1. Change of control of Registry Operator

2. Any change to a Material Subcontracting Arrangement.

This how-to guide is specific to Material Subcontracting Arrangement (MSA) requests.

An MSA assignment includes any change of subcontractor that relates to any critical function(s) as defined in Specification 10, Section 6 of the Registry Agreement. For example, a change in one of your Registry Service Providers (RSPs), such as a DNS provider, would an assignment.

A high-level graphical representation of the process for Material Subcontracting Arrangement: Change of RSP is provided in Appendix A of this document.

To initiate the process, a new MSA case must be submitted via the Naming Services portal. Once submitted, ICANN will perform a review of the request to confirm it meets the requirements and is approved to move forward.

Instructions

Step 1 – Preparation

Due to the complexity of the assignment process, we highly recommend a Material Subcontracting Arrangement consultation call. To schedule a consultation call, contact your engagement manager or open a General Inquiry case in the Naming Services portal.

Your engagement manager will schedule a call with the appropriate ICANN team members to walk you through the process. Completing this step will help ensure you provide all the required information for ICANN's review.

Step 2 – Determine the Assignment Type

There are two types of Material Subcontracting Arrangements (MSA). You will need to select which type of MSA you need when creating a case in the Naming Services portal.

- Material Subcontracting Arrangement (MSA) Change to Existing Registry Service Provider (RSP)
  This request type is used when changing services for critical functions to a provider that is currently delivering critical functions to one or more New gTLDs.

- Material Subcontracting Arrangement (MSA) Change to New Registry Service Provider (RSP)
  This request type is used when changing services for critical functions to a provider that is NOT currently delivering critical functions to one or more New gTLDs.

Step 3 – Informal Submission

Informal Submission is the first phase of the MSA request process and will provide ICANN with the information needed for review.

Please follow the steps below to submit a specific case type for requesting a MSA.

- Submit via Naming Services portal case
  - Log in to the Naming Services portal, and select New Case.
  - Select Registry Services from the catalog menu.
  - Choose which of the two types of MSA requests you need.

- Complete all questions and be sure to upload the required documents, including:
  - Transition Plan
  - Answers to technical questions

- If the TLD (Top Level Domain) has previously completed Pre-Delegation Testing (PDT), technical tests similar to PDT must be completed in the new environment prior to completing the Informal Submission phase. If the technical testing is already done in the new environment with the proposed RSP, you will be asked to provide the date when testing was completed**.**
- The registry operator is responsible for fees incurred for evaluation and testing conducted by an independent panel or testing provider

You will be able to track the progress of your MSA request within the Naming Services portal once your request is submitted.

Step 4 – Technical Panel Review (only applies to MSA change to new RSP)

If you are transitioning to a Registry Service Provider (RSP) that does not currently support new TLDs, a Technical Panel Review is required, and the registry operator must also provide responses to technical questions. The RSP must pass the evaluation, and if they do not, the registry operator may work with ICANN to address issues raised. The registry operator may be required to submit a new request, if the RSP does not pass the evaluation.

Estimated Cost: $12,500.00 USD
(The cost provided is a current estimate. Actual costs may vary and may be updated from time to time. Registry Operator will be responsible for actual costs incurred.)

Step 5 – Transition Plan Approval

If the TLD has been delegated, you must provide a detailed Transition Plan between the current subcontractor and the proposed successor. The Transition Plan must be approved by ICANN prior to Registry System Testing (RST). Guidelines for the Transition Plan may be found in Appendix B of this document.

Step 6 – Registry System Testing

Registry System Testing (RST) ensures that a registry operator has the capacity to operate a new TLD in a stable and secure manner. The type of testing required will depend on the type of RSP change being made by the registry operator. The various test types can be found on the RST webpage.

Standard RSP Change Testing Estimated Cost: $4000.00 USD
(The cost provided is a current estimate. Actual costs may vary and may be updated from time to time. Registry Operator will be responsible for actual costs incurred.)

Step 7 – Simulation (only applies to MSA change to new RSP)

This set of registry system tests is performed when an RSP has not operated a TLD before and the TLD for which they will provide services is already delegated and has registrants. This testing is done in addition to the relevant RSP change tests.

During this step, the RSP places simulated TLDs in the production environment, which is then monitored for compliance with the relevant DNS/DNSSEC specifications and the Service Level Requirements described in Specification 10 of the Base New gTLD Registry Agreement. The RSP is required to perform ZSK and KSK rollovers during the simulation period.

Step 8 – Formal Submission

Once the prerequisites have been completed, the Formal Submission phase begins. The formal submission must be completed in accordance with Section 7.9 of the Registry Agreement and printed documents must be submitted to ICANN in person, by postal mail, or via courier service with confirmation of receipt.

Printed documents should include:

- Cover letter
- Copy of answers to all questions

Step 9 – ICANN Review

Once the formal submission has been completed, ICANN will review the request and post the outcome via the Naming Services portal.

Step 10 – Onboarding Your New Provider

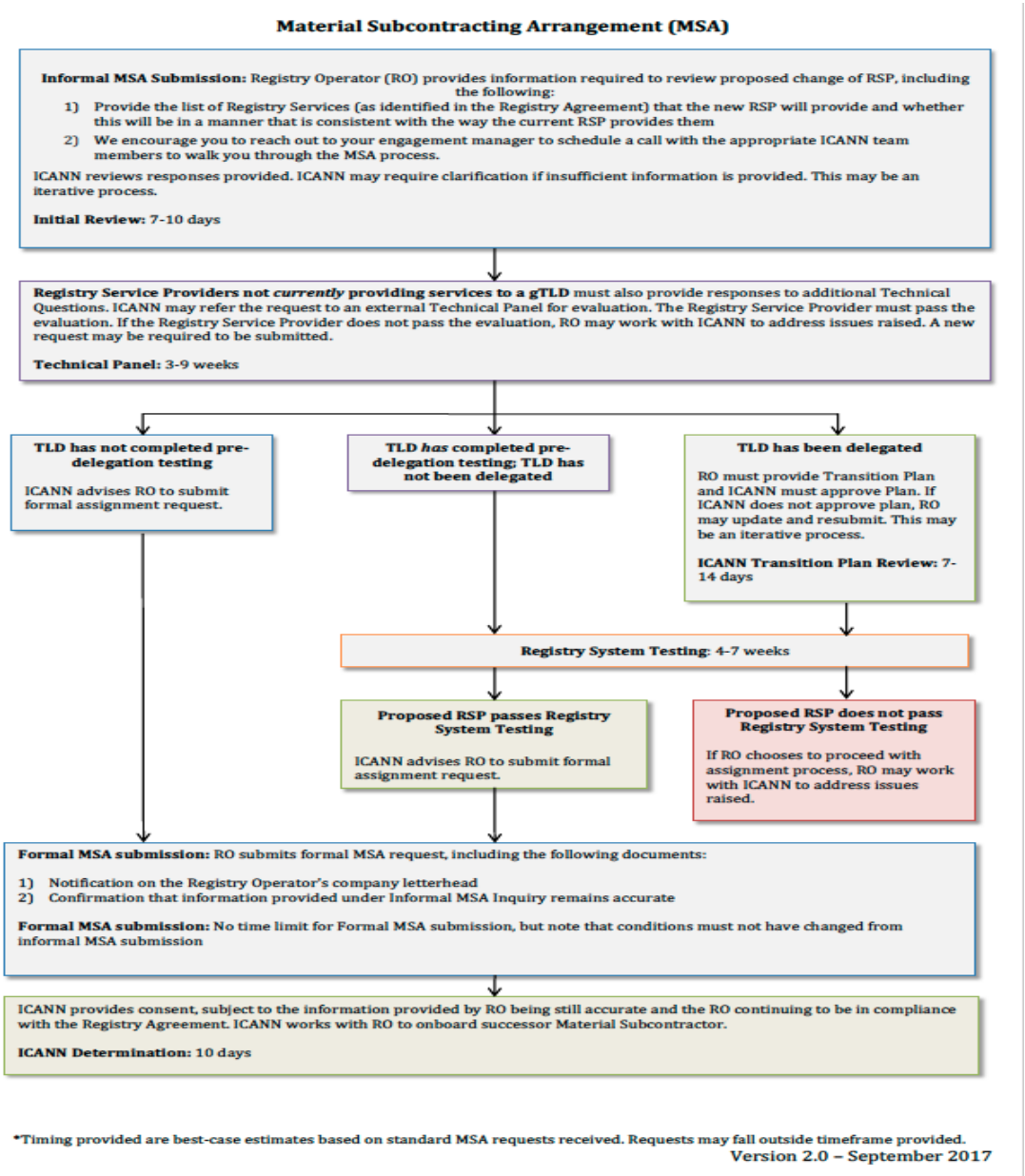
After consent has been provided, ICANN will work with the Registry Operator to onboard the new Material Subcontractor, as needed. ICANN will engage with the Registry Operator via the formal MSA request case throughout the duration of this process.

- For new TLDs and legacy TLDs fully onboarded to the new gTLD agreement, Onboarding Information Request (ONBIR) information can be updated directly in the Naming Services portal on the day of transition.
- For legacy TLDs not fully onboarded to the new gTLD agreement, ICANN staff will be in contact directly via the MSA case to collect ONBIR information via text file.

Appendix A

High-Level Workflow

This diagram provides a high-level workflow of the Material Subcontracting Arrangement: Change of a Registry Service Provider (RSP).



Appendix B

Guidelines for Transition Plan

(Applicable only to delegated TLDs With OR Without Registrations)

A Registry Operator should use the following guidelines when developing a plan to transition services from the current Registry Service Provider (RSP) to a proposed RSP. Note that the "current RSP" refers to the RSP from which the services are being transitioned. The "proposed RSP" refers to the RSP to which the services are being transitioned.

- General
  - The transition plan must:
    - Contain detailed steps to be executed.
    - Describe which Registry Service Provider will execute each step of the transition plan.
    - Include blocking steps that must be completed before continuing with the plan.
  - Confidential information (e.g. TSIG keys) may be communicated between the current and proposed RSPs. If communicating confidential information, describe the security mechanisms for non-repudiation and privacy.
- IANA
  - The transition plan must include when and whom will execute the updates to the IANA information as applicable:
    - Sponsoring Organization
    - Contacts
    - Name Servers
    - DS Records
  - The transition plan should consider that IANA updates are not immediate, and may be a blocking step(s).
  - If the Registry Operator is removing all name servers and adding a new set to the root, IANA may require the Registry Operator to justify the change.
  - The transition plan shall comply with the IANA Technical requirements for authoritative name servers available at https://www.iana.org/help/nameserver-requirements. The following requirements may be waived after providing justification to IANA:
    - Network diversity
    - Consistency between authoritative name servers - Serial number

- Matching DNSKEY

- Rollback
  - Provide contingency steps in the event that any part of the registry transition is unable to move forward according to the plan.
- Monitoring
  - Describe the processes and systems that will be used to monitor the different services during the registry transition process.
- Exceptions
  - Provide a list of potential exceptions and the steps to be taken with respect thereto.
  - Identify exceptions that may generate a rollback and exceptions that could be handled after the transition.
  - Confirm that there will be communications with Registrars regarding potential exceptions should be described in the transition plan.
- Decommissioning of services by the current Registry Service Provider
  - The transition plan must contemplate the decommissioning of services by the current RSP. The proposed RSP must obtain confirmation from the now current RSP that the services have been decommissioned and shut down.
- Data Escrow
  - The transition plan must describe how the current RSP will transition its data escrow deposits to the proposed Registry.
  - Previous data escrow deposits shall be transferred to the proposed Data Escrow Agent, if applicable. If the Data Escrow Agent of the current and proposed RSP is the same, the plan should specify that the Data Escrow Agent will transfer the deposits from one account to the other.
  - Include in your plan that the proposed RSP and its Data Escrow Agent will send data escrow reports and notifications to ICANN immediately after the transition.
- Monthly reporting
  - If for a given month, there are transactions in both the current and proposed RSPs, describe how the proposed RSP will incorporate the partial information of the monthly report.
  - Describe any steps to be taken for the values of the fields in the report based on the transition process. For example, no new registrations will be possible 6 days before the transition in order to clear AGP of all domain names.

- ONBIR (ZFA, CZDS, BRDA and URS information)
  - As part of the transition process, the proposed RSP must provide new ONBIR information to ICANN in order to continue meeting the requirements for ZFA, CZDS, BRDA and URS.
  - Note that the proposed RSP must reach agreement with ICANN on the timing for applying the new ONBIR information and include the timeframe in your plan.
- Registry Services under Exhibit A
  - If Registry Services offered by the current RSP will be phased out, provide a phase out plan that minimizes the impact to Registrants. *Note: An RSEP request is required to remove Registry Services from the Exhibit A. The RSEP request, if approved, may lead to a Registry Agreement amendment, which may require a Public Comment Period.*
  - Identify in the transition plan the Registry Services that will be offered by the proposed RSP.
  - Describe the transition plan for Registry Services in the Exhibit A of the current RSP.
- Internationalized Domain Names
  - Identify differences between the IDN languages/scripts supported by the current and proposed RSPs. Note: An RSEP request is required to update the IDN provision in the RA of the proposed Registry, in case that the supported IDN languages/scripts is different between the current and proposed RSPs.
  - Identify differences between handling of variants by the RSPs and the code points supported for the same IDN language/scripts. For example, you might write, “The IDN table for Spanish language in the proposed RSP does not support the LATIN SMALL LETTER A WITH ACUTE (i.e. á, U+00E1) code point, which is supported by the current RSP.”
- Searchable Whois
  - If the current and proposed RSPs offer Searchable Whois, describe the mechanism to migrate the users of between services if needed.
- DNS Service
  - Describe how the DNS and DNSSEC services will be transitioned from the current RSP to the proposed RSP.
  - Consider that the monthly SLR for the DNS service is 0 minutes of downtime.
  - The DNSSEC chain of trust must not be broken at any time. RSPs should follow the best practices described in RFC 6781.

- If the current or proposed RSP will transfer the zone file on a continuous basis for a period of time, describe the secure mechanisms (e.g. TSIG) that will be used for zone transferring.
- If the algorithms used by the RSPs are different, provide information about the considerations in the transition plan.
- If the TLD will be transitioned from NSEC to NSEC3 or vice versa, provide information about the considerations in the transition plan.
- Provide a timeline diagram with the transition and updates of DNSSEC Keys, Name servers, updates to the root zone and TTLs. Include in the timeline diagram the originator (i.e. proposed or current RSP) of the zone file used. The timeline includes:
  - Name server set, and DS RRs at the root in each step.
  - Name server set and keyset at the winning and losing registries' name servers.
  - Hostname and IP addresses of the name servers.
- Describe the mechanism to ensure that the last zone file generated by the current RSP is consistent with the first zone file generated by the proposed RSP.

- RDDS
  - Describe how the RDDS service will be transitioned from the current RSP to the proposed RSP.
    - Consider that the monthly SLR for the DNS service is 864 minutes of downtime.
  - Describe the mechanism you will utilize to ensure transition of the RDDS service does not violate your SLR. For example, state, “The service will be running on the proposed and current RSPs while the whois.nic.<tld> entry expires from the caches. The TTL of whois.nic.<tld> will be decreased before the transition.”
  - Describe the mechanism you will utilize to ensure that the RDDS database is consistent between the two RSPs while the service is being transitioned.
- SRS
  - Describe how the SRS service will be transitioned from the current RSP to the proposed RSP.
  - Database import:
    - Describe the process that will be used to verify the data to be imported.
    - Describe the process used to verify that the RDDS database and zone files appear to be consistent between the current and proposed RSPs.
  - ROIDs (Repository Object Identifier):

- Explain if the ROID of the different objects will remain the same. If ROIDs will be changed, the proposed RSP shall communicate the changes to the Registrars.
- Explain the steps to be taken in case that duplicate ROIDs for the same type of objects are found.
- Registrars shall be informed of any changes to the ROIDs of the objects.

- IDs:
  - Explain if the identifiers of the different objects will remain the same. Note that EPP supports IDs and ROIDs for the same object type. If IDs will be changed, the proposed RSP shall communicate the changes to the Registrars.
  - Explain what will occur if duplicate identifiers for the same type of objects are found.
  - Stipulate that Registrars shall be informed of any changes to the IDs of the objects.
- Contacts:
  - Describe steps taken in the case of mismatch in the support of contact transfers between the RSPs.
  - Describe steps taken in the case of mismatch in the support of contact disclose functionality between the RSPs.
  - Describe the steps to be taken if the linked contact objects are not found in the copy of the database from the current RSP.
- Domains:
  - Describe steps taken in the case of a mismatch in the supported grace periods between the current and proposed RSPs.
  - Describe steps taken in the case of a mismatch in the duration of the different grace periods between the current and proposed RSPs.
  - Describe any changes to the statuses of the domain names as part of the transition. For example, the proposed RSP will remove server* statuses.
  - Describe steps taken in the case of domain names not imported based on business rules of the proposed RSP.
- Hosts:
  - Describe the steps taken in the case of mismatch in the support of host transfers between the RSPs.
  - Describe the steps taken in the case that a transition from managing hosts as objects to hosts as attributes or vice versa. Note: Registrars should be notified if there is change in the mechanism to manage hosts.

- Describe special handling of imported hosts that may become glue records based on the different namespaces managed by the RSP.

- Describe the steps to be taken if any linked host objects are not found in the copy of the database from the current RSP.

- Describe the steps to be taken if you find duplicate hosts objects in the copy of the database from the current RSP.

- DNSSEC:

  - Describe the steps to be taken in case that the DNSSEC information required by the proposed RSP has not been captured by the current RSP. For example, if the current RSP uses the DS (Delegation Signor) interface and the proposed RSP requires the KeyData interface, note that in your plan.

- EPP:

  - Describe the mechanism you will use to ensure the RSPs transition the EPP service without violating your SLR.

  - Describe steps taken in the case of mismatch between the EPP extensions supported by the current and proposed RSP. Registrars should be informed about the differences in the EPP extensions.

  - Describe the steps to be taken for the authInfo information. For example, if a new randomly authInfo will be generated, note that in your plan.

- Registrars:

  - Describe the steps taken in the case that sponsoring Registrars for domain names to be imported are not accredited by the proposed RSP.
  - Describe the steps taken in the case of mismatch of information about the Registrars between the current and proposed RSP.

- URS

  - Describe the steps to be taken for domain names in URS Lock/Suspension.

- TMCH

  - Describe the steps to be taken for domain name applications that have not been resolved before the transition.

More information: icann.org/resources/material-subcontracting-arrangement

Subject	**Re: [Ext] Re: Questions regarding DNS change for .WED**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-09-20 06:05

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- Digital Signature (~5 KB)

Hi Adrienne,

Sorry for the delay in getting back to you. I was out of the office. I'm going to add your inquiry below to the portal and will chat with the team internally regarding options for you. However, given the timeline you mention below and the timeline ICANN has for transitioning as well, I think you'll want to discuss timing with [redacted] so that you are not without an RSP. If you lose [redacted] before you can switch over then ICANN would have to step in with EBERO and that is a much bigger issue.

Let me get back to you with more details after internal discussions this week.

Best,
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
Direct Line: [redacted]
Email: [redacted]
Skype: [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Saturday, September 16, 2017 at 6:31 AM
To: [redacted]
Subject: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

I need your team's guidance. We must be off [redacted] system by the end of November and as of Monday, that is only 11 weeks away. Since we were told it would take 12 weeks to complete the process, what can we be done if we don't meet the Nov 30 deadline. We cannot continue with [redacted] and can find no other RSP who is reasonably priced. We are ready from a technical standpoint. Is there a way to stagger the payments?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 14, 2017, at 4:39 PM, [redacted] wrote:

> Hello Adrienne,
>
> I hope all is well. I just wanted to reach out to you, as I saw that you've been in communication with the [redacted] regarding some questions you had about a transition of DNS services, including whether ICANN needed to be notified and what the process for that would be. I'd like to see if I can help get you the information you need, so wanted to ask a few general questions just to understand the current situation:
>
> 1. Per our meeting back in February, are you still planning to transition from your current RSP to building an internal system? If so, is the DNS change request tied to this transition?
> 2. Regarding the DNS provider change that [redacted] is switching you to (from case 00269504, has the new provider ever provided services for other new gTLDs?
>
> I happy to jump on a call with you tomorrow or Tuesday, if it's easier to just chat about this via phone.
>
> Please let me know.
>
> Best,
> [redacted]

Subject **Re: [Ext] Re: Questions regarding DNS change for .WED**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-09-20 10:04

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- Digital Signature (~5 KB)

Hi Adrienne,

You wouldn't be able to submit the application during the period the GDD Portal is down. No service requests will be accepted during that period. But can submit the request once the new Naming Service portal is live.

Best,
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, September 19, 2017 at 3:19 PM
To: [redacted]
Subject: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

How do we submit the application if the GDD portal will be down from Sept 21-25?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 14, 2017, at 4:39 PM, [redacted] wrote:

Hello Adrienne,

I hope all is well. I just wanted to reach out to you, as I saw that you've been in communication with the [redacted] regarding some questions you had about a transition of DNS services, including whether ICANN needed to be notified and what the process for that would be. I'd like to see if I can help get you the information you need, so wanted to ask a few general questions just to understand the current situation:

1. Per our meeting back in February, are you still planning to transition from your current RSP to building an internal system? If so, is the DNS change request tied to this transition?
2. Regarding the DNS provider change that [redacted] is switching you to (from case 00269504, has the new provider ever provided services for other new gTLDs?

I happy to jump on a call with you tomorrow or Tuesday, if it's easier to just chat about this via phone.

Please let me know.

Best,
[redacted]

Subject **Re: [Ext] Re: Questions regarding DNS change for .WED**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-09-26 10:06

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- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for the quick response. Regarding item A, if we can't get [redacted] to extend while we do testing or get another ICANN approved RSP to step in, ICANN will have no choice but to invoke EBERO. This is why I was asking if you'd like ICANN's help with [redacted]. Regarding fees for MSA, we discussed those fees on the call with you 2/21/17 and then again on a call you had with [redacted] and in case #242097. We can discuss your options on the call. I will be sending out the invite for a call on Friday within the next couple of hours.

Also, ICANN accounting department just mentioned to me that payment has not been received for the invoice sent out on July 31st, that was due August 30th. Can you let me know when ICANN can expect that payment?

Please let me know if you have any additional questions.

Best,
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

cid:imag
e001.pn
g@01D

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, September 26, 2017 at 8:14 AM
To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

The dates and times are accurate. With regard to the questions,

a. The use of the EBERO funds to pay [redacted] would not be helpful to us because we would have to replenish the funds and we cannot afford [redacted]. This would be a disaster to owe the escrow again and [redacted] higher fee and still be responsible for paying ICANN $15,000 to change RSPs which we must do.

b. We will be ready to test next week if we need to wait until the new portal is up.

c. We can pay ICANN $2750 on a quarterly basis along with the $6,250 fee for a total of $9000 until the MSA fee is paid in full. Also, can you direct me to the location and specification of the MSA fees on the ICANN website. Part of our problem is we never expected to pay such a high fee to change RSPs. We put our money into building a stable system. I'm unclear how I missed the fee information on the ICANN website, but it is certainly possible.

Thank you for coordinating the call.

Warm Regards,
Adrienne McAdory

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www.get.wed[get.wed]

ci

On Sep 25, 2017, at 8:34 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thanks for the quick reply. I will check internal availability for the following dates/times and get back to you with confirmation:
>
> Wednesday 5pm and before 7pm (EST)
> Friday from 5pm - 7pm (EST)
>
> Also, so we can go into the call with you with as much information as possible, I had a few additional questions, given we have only about 9 weeks until your Nov 30th deadline with [redacted].
>
> a. Do you need ICANN to help with extending [redacted] so you can finish proper testing for transition? We'd like to avoid having .WED go to EBERO.
> b. Are you ready to start testing next week? If you think so you can submit your application when the portal is live.
> c. As mentioned we are looking into payment plan on our side, but I wanted to find out what payment plan you might propose. How much time do you need? In what increments could you pay?
>
> Thanks for the additional information.
>
> Best,
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]

[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, September 25, 2017 at 3:57 PM
To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

Friday from 5pm - 7pm will also work if that works better for your folks.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 25, 2017, at 6:29 PM, [redacted] wrote:

> Hi Adrienne,
>
> If you want to have the call first, before submitting the application, just let me know. Most likely we will need to schedule call for later in the week, Wednesday or Thursday so I can get all of the appropriate people in the room.
>
> Please let me know which of those two days works best, and a few time options.
>
> Best,
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> [redacted]
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Monday, September 25, 2017 at 2:21 PM

To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

What should I submit in the Portal? Do you want the application?

I am free tomorrow after 5pm EST.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

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>
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> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
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> <image001.png>
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Friday, September 22, 2017 at 5:01 AM
> **To:** [redacted]
> **Subject:** Re: [Ext] Re: Questions regarding DNS change for .WED
>
> Thank you. When will I receive an answer about a payment plan for the MSA process? We are ready to go technically.

Warm Regards,
Adrienne McAdory

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Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 21, 2017, at 5:56 PM, [redacted] wrote:

> Hi Adrienne,
>
> Yes, you will be able to see that once the new portal is back up.
> We can touch base, if you have additional questions at that point.
>
> Best,
> [redacted]
>
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> [redacted]
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> ---
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> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Thursday, September 21, 2017 at 2:25 PM
> **To:** [redacted]
> **Subject:** Re: [Ext] Re: Questions regarding DNS change for .WED
>
> Hello [redacted],
>
> I just noticed a response was provided for the case we opened regarding [redacted] switching DNS services right before the portal went down. Will we be able to see that response once the portal comes back up?
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings

www.get.wed[get.wed]

On Sep 20, 2017, at 4:04 PM, [redacted] wrote:

> Hi Adrienne,
>
> You wouldn't be able to submit the application during the period the GDD Portal is down. No service requests will be accepted during that period. But can submit the request once the new Naming Service portal is live.
>
> Best,
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> <image001.png>
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Tuesday, September 19, 2017 at 3:19 PM
> **To:** [redacted]
> **Subject:** [Ext] Re: Questions regarding DNS change for .WED
>
> Hello [redacted],
>
> How do we submit the application if the GDD portal will be down from Sept 21-25?
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]

On Sep 14, 2017, at 4:39 PM, [redacted] wrote:

Hello Adrienne,

I hope all is well. I just wanted to reach out to you, as I saw that you've been in communication with the [redacted] regarding some questions you had about a transition of DNS services, including whether ICANN needed to be notified and what the process for that would be. I'd like to see if I can help get you the information you need, so wanted to ask a few general questions just to understand the current situation:

1. Per our meeting back in February, are you still planning to transition from your current RSP to building an internal system? If so, is the DNS change request tied to this transition?
2. Regarding the DNS provider change that [redacted] is switching you to (from case 00269504, has the new provider ever provided services for other new gTLDs?

I happy to jump on a call with you tomorrow or Tuesday, if it's easier to just chat about this via phone.

Please let me know.

Best,

[redacted]

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<image001.png>

<image001.png>

<image001.png>

Subject **Re: [Ext] Re: Questions regarding DNS change for .WED**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-09-26 10:06

roundcube

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- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for the quick response. Regarding item A, if we can't get [redacted] to extend while we do testing or get another ICANN approved RSP to step in, ICANN will have no choice but to invoke EBERO. This is why I was asking if you'd like ICANN's help with [redacted] Regarding fees for MSA, we discussed those fees on the call with you 2/21/17 and then again on a call you had with global support and in case #242097. We can discuss your options on the call. I will be sending out the invite for a call on Friday within the next couple of hours.

Also, ICANN accounting department just mentioned to me that payment has not been received for the invoice sent out on July 31st, that was due August 30th. Can you let me know when ICANN can expect that payment?

Please let me know if you have any additional questions.

Best,
Lisa

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

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e001.pn
g@01D

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, September 26, 2017 at 8:14 AM
To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted]

The dates and times are accurate. With regard to the questions,

a. The use of the EBERO funds to pay [redacted] would not be helpful to us because we would have to replenish the funds and we cannot afford [redacted] This would be a disaster to owe the escrow again and [redacted] higher fee and still be responsible for paying ICANN $15,000 to change RSPs which we must do.

b. We will be ready to test next week if we need to wait until the new portal is up.

c. We can pay ICANN $2750 on a quarterly basis along with the $6,250 fee for a total of $9000 until the MSA fee is paid in full. Also, can you direct me to the location and specification of the MSA fees on the ICANN website. Part of our problem is we never expected to pay such a high fee to change RSPs. We put our money into building a stable system. I'm unclear how I missed the fee information on the ICANN website, but it is certainly possible.

Thank you for coordinating the call.

Warm Regards,
Adrienne McAdory

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www.get.wed[get.wed]

ci

On Sep 25, 2017, at 8:34 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thanks for the quick reply. I will check internal availability for the following dates/times and get back to you with confirmation:
>
> Wednesday 5pm and before 7pm (EST)
> Friday from 5pm - 7pm (EST)
>
> Also, so we can go into the call with you with as much information as possible, I had a few additional questions, given we have only about 9 weeks until your Nov 30th deadline with [redacted].
>
> a. Do you need ICANN to help with extending [redacted] so you can finish proper testing for transition? We'd like to avoid having .WED go to EBERO.
> b. Are you ready to start testing next week? If you think so you can submit your application when the portal is live.
> c. As mentioned we are looking into payment plan on our side, but I wanted to find out what payment plan you might propose. How much time do you need? In what increments could you pay?
>
> Thanks for the additional information.
>
> Best,
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]

[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, September 25, 2017 at 3:57 PM
To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted],

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> [redacted]
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To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

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What should I submit in the Portal? Do you want the application?

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> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Thursday, September 21, 2017 at 2:25 PM
> **To:** [redacted]
> **Subject:** Re: [Ext] Re: Questions regarding DNS change for .WED
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>
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www.get.wed[get.wed]

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> **Subject:** [Ext] Re: Questions regarding DNS change for .WED
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> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
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> www.get.wed[get.wed]

Subject	**.WED Call with ICANN**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-09-26 12:25

- Part 3.ics (~3 KB)

Agenda:

Review MSA requirements, timeline & .WED needs.

You're invited.
You've been invited to a GlobalMeet® audio meeting.
Have the meeting call you.
Click the Connect Me link below. **No need to dial-in.**

Connect Me[go.conferencinghub.com]

Not at your computer?
You can join by dialing one of the access numbers below.

Mobile:	[redacted]
Phone Only Controls :	[redacted]
Access Number:	[redacted]
Guest Passcode:	[redacted]
Additional Access:	
USA:	[redacted]
USA:	[redacted]
Canada, Calgary:	[redacted]
Canada, Montreal:	[redacted]
Canada, Toronto:	[redacted]
Canada, Vancouver:	[redacted]

Subject **Re: [Ext] Introduction**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Date 2017-09-29 13:13

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for the introduction. Nice to meet you [redacted]. Would you both have time on October 5th or 6th for a call? Could you please provide details on which day and time options? I can then work to schedule a call with ICANN's team.

Thanks for your help.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, September 29, 2017 at 3:49 PM
To: [redacted]
Subject: [Ext] Introduction

Hello [redacted]

I would like to provide this introduction so that we can discuss an orderly transition of the .wed TLD from [redacted] to ICANN as a result of the EBERO process. [redacted] would like to have a call with all of us sometime next week.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings

Subject **Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)** [redacted]
From [redacted]
To [redacted]
amcadory@atgron.wed <amcadory@atgron.wed>,
[redacted]
Date 2017-09-29 14:41

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi [redacted],

After checking all schedules internally, it looks as if we will need to push this call to the week of October 9th. I can get back to you with some day/time availability tomorrow.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
k

From: Google Calendar <calendar-notification@google.com> on behalf of [redacted]
Reply-To: [redacted]
Date: Friday, September 29, 2017 at 5:02 PM
To: [redacted] <amcadory@atgron.wed>, [redacted]
Subject: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT) [redacted]

more details »[google.com]

Call with ICANN

When Thu 5 Oct 2017 5pm – 6pm Eastern Time

Video call [redacted]

Calendar [redacted]

Who
- [redacted]
- [redacted]
- amcadory@atgron.wed
- [redacted]

Going? **Yes[google.com]** - **Maybe[google.com]** - **No[google.com]** more options »[google.com]

Invitation from Google Calendar[google.com]

You are receiving this courtesy email at the account [redacted] because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively, you can sign up for a Google account at https://www.google.com/calendar/ and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to modify your RSVP response. Learn More[support.google.com].

Subject	**Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)** [redacted]
From	[redacted]
To	[redacted]
Cc	amcadory@atgron.wed <amcadory@atgron.wed>, [redacted]
Date	2017-09-29 14:42

Hi [redacted]

Not a problem for us [redacted] with moving the time.

Thanks
[redacted]

On Sat, Sep 30, 2017 at 1:41 PM, [redacted] wrote:

> Hi [redacted],
>
> After checking all schedules internally, it looks as if we will need to push this call to the week of October 9th. I can get back to you with some day/time availability tomorrow.
>
> Best,
>
> [redacted]
>
> [redacted]
>
> Internet Corporation of Assigned Names and Numbers (ICANN)
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> k
>
> ICANN
>
> ---
>
> **From:** Google Calendar <calendar-notification@google.com> on behalf of [redacted]
> **Reply-To:** <[redacted]
> **Date:** Friday, September 29, 2017 at 5:02 PM
> **To:** [redacted], <amcadory@atgron.wed>, [redacted]

Subject: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)
[redacted]

more details »[google.com]

Call with ICANN

When Thu 5 Oct 2017 5pm – 6pm Eastern Time

Video call [redacted]

Calendar [redacted]

Who
- [redacted]
- [redacted]
- amcadory@atgron.wed
- [redacted]

Going? **Yes[google.com]** - **Maybe[google.com]** - **No[google.com]** more options »[google.com]

Invitation from Google Calendar[google.com]

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--
Kind Regards,
[redacted]

[redacted]

Subject	**Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)** [redacted]
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Cc	[redacted]
Date	2017-10-02 06:01

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- image002.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for letting me know. I will keep you posted.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, September 29, 2017 at 7:38 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)
[redacted]

Hello [redacted]

Oct 9 would be ideal, it is a holiday and my schedule is open. Any other day will be subject to the 5-9pm EST constraint or 12:30-1:30pm which is not ideal but is typically doable.

Warm Regards,
Adrienne McAdory

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Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 29, 2017, at 8:42 PM, [redacted] wrote:

Hi [redacted],

Not a problem for us [redacted]) with moving the time.

Thanks
[redacted]

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>
> [redacted]
> Internation Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
> k

From: Google Calendar <calendar-notification@google.com> on behalf of [redacted]
Reply-To: [redacted]
Date: Friday, September 29, 2017 at 5:02 PM
To: [redacted], <amcadory@atgron.wed>, [redacted]
Subject: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)
[redacted]

more details »[google.com]

Call with ICANN

When Thu 5 Oct 2017 5pm – 6pm Eastern Time

Video call [redacted]

Calendar [redacted]

Who

- [redacted]
- [redacted]
- amcadory@atgron.wed
- [redacted]

Going? **Yes[google.com]** - **Maybe[google.com]** - **No[google.com]** more options »[google.com]

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Forwarding this invitation could allow any recipient to modify your RSVP response. Learn More[support.google.com].

--
Kind Regards,
[redacted]

[redacted]

Subject **Re: [Ext] Re: Sites w/ List of approved RSPs**
From [redacted]
To Adrienne <amcadory@atgron.wed>
Date 2017-09-29 14:01

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for your notes.

Best,

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

On 9/29/17, 4:55 PM, "Adrienne" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> Thank you for the link to RSPs!
>
> Here are notes I took. Please feel free to edit or append to yours.
>
> September 29, 2017 Conference call with [redacted]
> regarding next steps of RSP transition at 6pm EST
>
> Notes:
>
> [redacted] requested Adrienne provide a status of her situation and Adrienne expressed that there was no possibility of her paying the $15,000 fee due to recent news about lack of a quarterly payment from a commercial real estate venture but if a payment plan was provided, she could pay at least $1,000 per month until January and then could pay more at that point.
>
> [redacted] expressed that ICANN does not allow payment plans and [redacted] asked if she could discuss four different possible paths going forward given there were only 8 weeks until Atgron's contract with [redacted] ended on November 30. A discussion of the paths ensued.
>
> Scenario 1: Provide the application to the Technical Evaluation Panel (TEP) and after their review start Technical Registry testing and then Simulation testing. [redacted] stated the best case scenario was 12 weeks for this process and he had seen some Registry Service Providers need as long as a year. Adrienne expressed she was surprised because she thought in the last conversation they had, 12 weeks was the outside timeframe not a best case scenario. [redacted] expressed the timeframe for the TEP's first review was 3 weeks after which clarifying questions were returned to the Registry Operator (RO), after answers were provided by the RO, the TEP would return responses within 2 weeks. After the TEP passed the application, Technical Registry Testing (TRT) would ensue for 3 weeks or 4 weeks max. If TRT was not passed within 4 weeks, it would be considered failed and a new (TRT) would have to commence and the $4,000 fee would need to be paid again and testing would commence for another 3 weeks or 4 weeks max. After TRT is passed, Simulation Testing occurs for

3 weeks.

[redacted] expressed that if the testing was not complete within the 8 weeks now available, the .wed TLD would go into EBERO status. Adrienne then asked if there was a way for the TLD to be returned to Atgron after the EBERO process was initiated and [redacted] indicated there was a provision in the contract for such an occurrence. The Registry Operator would have to prove they could meet the security and stability requirements. Adrienne asked if MSA testing could continue so that the TLD could be transitioned back to Atgron after the test was completed successfully and [redacted] and [redacted] indicated they did not know the answer to that question and would need to obtain guidance which could take 2-3 weeks. Adrienne also asked if there was a period of time beyond which Atgron could go when ICANN would potentially give the TLD to another company rather than allow Atgron to resume operations as a Registry Operator.

Scenario 2: Transition to the new system without ICANN's approval or testing
This scenario was not recommended because it could cause a failure of critical registry services.

Scenario 3: Transition to a RSP that has already been approved by ICANN
If Atgron used the services of a Provider already approved by ICANN, only TRT and Simulation testing would be required. [redacted] said ICANN did not have a list of approved RSPs but agreed to provide a link to a site with a list of approved RSPs.

Scenario 4: Conduct TEP and TRT simultaneously
It was advised the TEP and TRT could happen simultaneously but there is significant risk TRT would fail and the $4,000 retest fee would have to be paid multiple times.

[redacted] and [redacted] agreed to look into the questions about transferring ownership of the TLD back to Atgron after the EBERO process had been initiated including any associated fees, timeframes to be considered i.e. if the was a timeframe beyond which ICANN would sell and/or assign the .wed TLD to another company and how quickly the transition back to Atgron could occur after successful testing if Atgron started MSA testing but was unable to complete it before Atgron's contract with [redacted] ended.

Adrienne asked if there was any reason to submit the application and [redacted] indicated ICANN could do the completeness check to make sure the application was ready for the TEP. Adrienne agreed to provide the application next week.

[redacted] asked if ICANN could contact [redacted] to discuss the technical transition from [redacted] to ICANN for the EBERO process. Adrienne indicated she was amenable to discussions as long as all three parties participated in any communications. Adrienne agreed to provide [redacted] with an introduction to [redacted] leads.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
Introducing .wed, a domain for weddings
www.get.wed

On 2017-09-29 19:25, [redacted] wrote:
> Hi Adrienne,
>
> Per our call, please find below two sites that have the information
> you requested. Ideally you find one to use, as we want to avoid

> EBERO.
>
> TLD Watch: https://urldefense.proofpoint.com/v2/url?u=https-3A__www.tldwatch.com_registry-2Dservice-2Dproviders_&d=DwICAg&c=FmY1u3PJp6wrcrwll3mSVzgfkbPSS6sJms7xcl4I5cM&r=13OLOQgeNKHWaMSjUR-swTMzzm4OxiViH3RAHHKfruU&m=MXM-ojc6ILwqieYHQFavgmptN1-XZtINT_pcs20zXPw&s=sTk656n5mCXwMI4pgt4kyxqwtusagw0yhBM5SrP7ctQ&e=
>
> NTLDSTATS: https://urldefense.proofpoint.com/v2/url?u=https-3A__ntldstats.com_backend&d=DwICAg&c=FmY1u3PJp6wrcrwll3mSVzgfkbPSS6sJms7xcl4I5cM&r=13OLOQgeNKHWaMSjURswTMzzm4OxiViH3RAHHKfruU&m=MXM-ojc6ILwqieYHQFavgmptN1-XZtINT_pcs20zXPw&s=csCjVvYONrAZ8LBZw4M3_11YF1XHDksjlijWnnA-Z50&e=
>
> I will be sending re-cap notes from our call next week.
>
> Have a nice weekend.
>
> Best,
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> Internet Corporation of Assigned Names and Numbers (ICANN)
>
> [redacted]

Subject **Sites w/ List of approved RSPs**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-09-29 13:25

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Per our call, please find below two sites that have the information you requested. Ideally you find one to use, as we want to avoid EBERO.

TLD Watch: https://www.tldwatch.com/registry-service-providers/
NTLDSTATS: https://ntldstats.com/backend

I will be sending re-cap notes from our call next week.

Have a nice weekend.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

Subject	**Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)** [redacted]
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-10-02 06:02

- image001.png (~9 KB)
- image002.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Most likely the call will include the same folks on the call last week (me, [redacted]) in addition to our technical services person (not sure which person on that team will join yet). I will let you know regarding specific questions that will be asked.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, September 29, 2017 at 7:30 PM
To: [redacted]
Subject: Re: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)
[redacted]

Hello [redacted],

Can you please tell me who else from ICANN will be on the call and send me a list of specific questions that will be asked prior to the meeting? Thank you.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Sep 29, 2017, at 8:41 PM, [redacted] > wrote:

Hi [redacted]

After checking all schedules internally, it looks as if we will need to push this call to the week of October 9th. I can get back to you with some day/time availability tomorrow.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
k

From: Google Calendar <calendar-notification@google.com> on behalf of [redacted]
Reply-To: [redacted]
Date: Friday, September 29, 2017 at 5:02 PM
To: [redacted], <amcadory@atgron.wed>, <[redacted]
Subject: [Ext] Invitation: Call with ICANN @ Thu 5 Oct 2017 5pm - 6pm (EDT)
[redacted]

more details »[google.com]

Call with ICANN

When	Thu 5 Oct 2017 5pm – 6pm Eastern Time
Video call	[redacted]
Calendar	[redacted]
Who	• [redacted] • [redacted] • amcadory@atgron.wed • [redacted]

Going? **Yes[google.com]** - **Maybe[google.com]** - **No[google.com]** more options »[google.com]

Subject	**FW: [Ext] .wed TLD MSA Application**
From	[redacted]
To	ICANN [redacted]
Cc	Adrienne <amcadory@atgron.wed>
Date	2017-10-02 05:57

- WEDTLD_Draft_AAF_201707.docx (~275 KB)
- Digital Signature (~5 KB)

Hello,

Can you please create a case for .WED and help Adrienne with her MSA Application. She tried to submit via NSp said none of FAQ links and Quick Start guides are working/

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

On 9/30/17, 8:53 AM, "Adrienne" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> Just tried to use the new portal and none of the FAQ links and Quick Start guides are behind the links we only see error pages so here is our application for the completeness review.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed

Subject **Re: [Ext] .wed TLD MSA Application**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-03 06:04

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

I will check with them on this one this morning.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 4:37 AM
To: [redacted]
Subject: Re: [Ext] .wed TLD MSA Application

Hello [redacted],

As of this morning, I have no information from [redacted].

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 2, 2017, at 11:58 AM, [redacted] wrote:

Hi Adrienne,

I just cc'd you on a forward of your MSA application to [redacted] They should be responding soon with a case number and info on the FAQ and Quick Start Guide Links.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

On 9/30/17, 8:53 AM, "Adrienne" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> Just tried to use the new portal and none of the FAQ links and Quick Start guides are behind the links we only see error pages so here is our application for the completeness review.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed[get.wed]

Subject **Re: [Ext] .wed TLD MSA Application**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-03 12:51

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

[redacted] has already been sent a copy of the application, in addition to the case that was created for it.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 2:14 PM
To: [redacted]
Subject: Re: [Ext] .wed TLD MSA Application

Hello [redacted],

Can you just give the application to [redacted] so we get his team's feedback since the portal is down?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 3, 2017, at 12:04 PM, [redacted] wrote:

> Hi Adrienne,

I will check with them on this one this morning.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 4:37 AM
To: [redacted]
Subject: Re: [Ext] .wed TLD MSA Application

Hello [redacted],

As of this morning, I have no information from [redacted].

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 2, 2017, at 11:58 AM, [redacted] > wrote:

> Hi Adrienne,
>
> I just cc'd you on a forward of your MSA application to [redacted]
> They should be responding soon with a case number and info on the FAQ and Quick Start Guide Links.
>
> Thanks
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]

[redacted]

On 9/30/17, 8:53 AM, "Adrienne" <amcadory@atgron.wed> wrote:

Hello [redacted],

Just tried to use the new portal and none of the FAQ links and Quick Start guides are behind the links we only see error pages so here is our application for the completeness review.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
Introducing .wed, a domain for weddings
www.get.wed[get.wed]

<image001.png>

Subject **FW: [Ext] A New Case Has Been Created - Case 00874388**
From [redacted]
To Adrienne <amcadory@atgron.wed>
Date 2017-10-03 06:11

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Below and in the subject line is the details for the case that was created.

Please let me know if you have additional questions.

Best,

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: [redacted] <no-reply@icann.org>
Reply-To: [redacted]
Date: Tuesday, October 3, 2017 at 9:06 AM
To: [redacted]
Subject: [Ext] A New Case Has Been Created - Case 00874388

ICANN One World, One Internet

Dear [redacted],

Thank you for contacting ICANN [redacted]. Case # 00874388 has been created to address your inquiry. A member of the ICANN [redacted] will contact you shortly.

Case Information:

Subject: Re: [Ext] .wed TLD MSA Application

Description: Hello,

Can someone please confirm the case was created for this, as the RO hasn't received anything and couldn't submit this via the portal due to the issues described below.

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

On 10/2/17, 8:57 AM, [redacted] > wrote:

Hello,

Can you please create a case for .WED and help Adrienne with her MSA Application. She tried to submit via NSp said none of FAQ links and Quick Start guides are working/

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

On 9/30/17, 8:53 AM, "Adrienne" <amcadory@atgron.wed> wrote:

Hello [redacted],

Just tried to use the new portal and none of the FAQ links and Quick Start guides are behind the links we only see error pages so here is our application for the completeness review.

Warm Regards,
Adrienne McAdory

President & CEO
Atgron, Inc.
Introducing .wed, a domain for weddings
www.get.wed

We appreciate your time and patience.

Kind regards,

ICANN [redacted]

[redacted]

DISCLAIMER: This email is for information only. This email also does not represent a waiver of any ICANN policy, procedure or agreement. In the event that any information provided in this email appears to be inconsistent with any information published elsewhere by ICANN, please do not rely on this email without confirmation or clarification from ICANN.

********** Please Do Not Delete **********

Thread ID: ref:_00D616tJk._50061EMijv:ref

Include the text above in replies to this email. Thank you.

********** Please Do Not Delete **********

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Subject **Re: [Ext] A New Case Has Been Created - Case 00874388**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-03 12:46

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

You can submit your request for login activation to [redacted]. Unfortunately, I don't have the access to provide those to you.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 3:40 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

Hello [redacted],

We never received the email with the login credentials.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 3, 2017, at 12:11 PM, [redacted] > wrote:

Hi Adrienne,

Below and in the subject line is the details for the case that was created.

Please let me know if you have additional questions.

Best,

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: [redacted] <no-reply@icann.org>
Reply-To: [redacted]
Date: Tuesday, October 3, 2017 at 9:06 AM
To: [redacted]
Subject: [Ext] A New Case Has Been Created - Case 00874388

ICANN One World, One Internet

Dear [redacted],

Thank you for contacting ICANN [redacted]. Case # 00874388 has been created to address your inquiry. A member of the ICANN [redacted] will contact you shortly.

Case Information:

Subject: Re: [Ext] .wed TLD MSA Application

Description: Hello,

Can someone please confirm the case was created for this, as the RO hasn't received anything and couldn't submit this via the portal due to the issues described below.

Thanks
[redacted]

Subject	**Re: [Ext] A New Case Has Been Created - Case 00874388**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-10-03 13:51

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Great!

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 4:39 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

We sent an email to that address and I just received notice a case was opened to resolve our lack of access issue.

Warm Regards,
Adrienne McAdory

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Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 3, 2017, at 6:46 PM, [redacted] > wrote:

> Hi Adrienne,
>
> You can submit your request for login activation to [redacted]. Unfortunately, I don't have the access to provide those to you.
>
> Best,
> [redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 3:40 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

Hello [redacted],

We never received the email with the login credentials.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 3, 2017, at 12:11 PM, [redacted] > wrote:

> Hi Adrienne,
>
> Below and in the subject line is the details for the case that was created.
>
> Please let me know if you have additional questions.
>
> Best,
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> <image001.png>

Subject **Re: [Ext] Re: Sites w/ List of approved RSPs**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-06 09:50

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

I'm hoping to get them back today, but may not receive them until early next week. Also, I wanted to let you know we will not need to speak to [redacted] at this time, as we would really only be verifying information you already provided to us regarding what will happen at the end of November. Can you let them know? If something changes and we need to speak with them, I will reach out through you to coordinate.

I will keep you posted on notes.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, October 6, 2017 at 12:45 PM
To: [redacted]
Subject: Re: [Ext] Re: Sites w/ List of approved RSPs

Hello [redacted],

Since my notes weren't terribly extensive I am hoping we can get them finalized sooner rather than later. Is it possible to get them back today?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Oct 4, 2017, at 5:00 PM, [redacted] wrote:

> Hi Adrienne,
>
> Your notes are being reviewed by [redacted] as well just to make sure we've captured everything everyone has indicated. I should be able to send those back through with in notes in the next day or so. I'm also still waiting to confirm a date for the [redacted] call and should have an update on that for you by EOD on Thursday.
>
> Best,
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> <image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, October 4, 2017 at 1:27 PM
To: [redacted]
Subject: Re: [Ext] Re: Sites w/ List of approved RSPs

Hello [redacted],

Are my notes an accurate reflection of the information presented and expected action items?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Sep 29, 2017, at 8:01 PM, [redacted] > wrote:

> Hi Adrienne,
>
> Thanks for your notes.

Subject **Re: [Ext] No call needed with** [redacted]
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-06 11:32

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

I just saw [redacted] reply and wanted to verify that you are planning to continue with them for the $3750 per quarter? This would allow us the time to follow through on the MSA request and take the proper time needed, thus avoiding EBERO.

Please let me know.
Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, October 6, 2017 at 1:17 PM
To: [redacted]
Cc: [redacted]
Subject: [Ext] No call needed with [redacted]

Hello [redacted],

[redacted] indicated today since ICANN knows the timeline for the end of [redacted] services is the end of November, there is no call required.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

From: Adrienne McAdory amcadory@atgron.wed
Subject: Re: No call needed with [redacted]
Date: Oct 9, 2017 at 4:07:58 PM
To: [redacted]
Cc: [redacted]

Hello [redacted]

That's outstanding and we would need the year long agreement just to be safe. I understand we would still owe the balance even though we might be able to move to our new RSP solution well in advance of a year and that's not a problem.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed

> On Oct 6, 2017, at 4:48 PM, [redacted]
> <[redacted]> wrote:
>
> Hi Adrienne,
>
> Going the EBERO route seems rather fraught.
>
> If you want to make quarterly payments of $3,750 we are Ok

Atgron, Inc.
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www.get.wed[get.wed]

On Oct 6, 2017, at 4:48 PM, [redacted] wrote:

Hi Adrienne,

Going the EBERO route seems rather fraught.

If you want to make quarterly payments of $3,750 we are Ok with that.

We would need to sign a new agreement with the [redacted] French entity.

[redacted]

> On Sat, Oct 7, 2017 at 9:16 AM, Adrienne McAdory <amcadory@atgron.wed> wrote:
> Hello [redacted]
>
> [redacted] indicated today since ICANN knows the timeline for the end of [redacted] services is the end of November, there is no call required.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]
>
>

--

[redacted]

c. We can pay ICANN $2750 on a quarterly basis along with the $6,250 fee for a total of $9000 until the MSA fee is paid in full. Also, can you direct me to the location and specification of the MSA fees on the ICANN website. Part of our problem is we never expected to pay such a high fee to change RSPs. We put our money into building a stable system. I'm unclear how I missed the fee information on the ICANN website, but it is certainly possible.

Thank you for coordinating the call.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

ci

On Sep 25, 2017, at 8:34 PM, [redacted] wrote:

Hi Adrienne,

Thanks for the quick reply. I will check internal availability for the following dates/times and get back to you with confirmation:

Wednesday 5pm and before 7pm (EST)
Friday from 5pm - 7pm (EST)

Also, so we can go into the call with you with as much information as possible, I had a few additional questions, given we have only about 9 weeks until your Nov 30th deadline with [redacted]

a. Do you need ICANN to help with extending [redacted] so you can finish proper testing for transition? We'd like to avoid having .WED go to EBERO.
b. Are you ready to start testing next week? If you think so you can submit your application when the portal is live.
c. As mentioned we are looking into payment plan on our side, but I wanted to find out what payment plan you might propose. How much time do you need? In what increments could you pay?

Thanks for the additional information.

Best,

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, September 25, 2017 at 3:57 PM
To: [redacted]
Subject: Re: [Ext] Re: Questions regarding DNS change for .WED

Hello [redacted]

Friday from 5pm - 7pm will also work if that works better for your folks.

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Subject **Re: [Ext] A New Case Has Been Created - Case 00874388**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-10 13:02

- image001.png (~9 KB)
- image002.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

I've confirmed internally that your submission has been reviewed for completeness. It seems the Naming Services portal does show your having logged in and submitted the MSA request, but it was submitted under "existing RSP" instead of "new RSP". In order to move forward with next steps, we'd just need to have you submit under "new RSP", so that the proper items can be generated for next steps, which includes generating an invoice for payment of Technical Panel Review. Under "existing RSP" there is no Technical Panel Review step and so an invoice cannot be generated under that category.

Please let me know if you have additional questions.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 10, 2017 at 2:30 PM
To: [redacted]
Subject: Fwd: [Ext] A New Case Has Been Created - Case 00874388

Hello [redacted],

Here is the email showing ICANN created the case. Also, I did see a cancellation notice for the case but why is this our mistake to correct?

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Introducing .WED, a domain for weddings
www.get.wed[get.wed]

Begin forwarded message:

From: [redacted]
Date: October 3, 2017 at 7:51:11 PM EDT
To: Adrienne McAdory <amcadory@atgron.wed>
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

Great!

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 4:39 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

We sent an email to that address and I just received notice a case was opened to resolve our lack of access issue.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Oct 3, 2017, at 6:46 PM, [redacted] wrote:

> Hi Adrienne,
>
> You can submit your request for login activation to [redacted].
> Unfortunately, I don't have the access to provide those to you.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 3, 2017 at 3:40 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - Case 00874388

Hello [redacted],

We never received the email with the login credentials.

Warm Regards,
Adrienne McAdory

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On Oct 3, 2017, at 12:11 PM, [redacted] wrote:

> Hi Adrienne,
>
> Below and in the subject line is the details for the case that was created.
>
> Please let me know if you have additional questions.
>
> Best,
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]

<image001.png>

From: [redacted] <no-reply@icann.org>
Reply-To: [redacted]
Date: Tuesday, October 3, 2017 at 9:06 AM
To: [redacted]
Subject: [Ext] A New Case Has Been Created - Case 00874388

One World, One Internet

Dear [redacted],

Thank you for contacting ICANN [redacted]. Case # 00874388 has been created to address your inquiry. A member of the ICANN [redacted] will contact you shortly.

Case Information:

Subject: Re: [Ext] .wed TLD MSA Application

Description: Hello,

Can someone please confirm the case was created for this, as the RO hasn't received anything and couldn't submit this via the portal due to the issues described below.

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

On 10/2/17, 8:57 AM, "[redacted] wrote:

Hello,

Can you please create a case for .WED and help Adrienne with her MSA Application. She tried to submit via NSp said none of FAQ links and Quick Start guides are working/

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

On 9/30/17, 8:53 AM, "Adrienne" <amcadory@atgron.wed> wrote:

Hello [redacted],

Just tried to use the new portal and none of the FAQ links and Quick Start guides are behind the links we only see error pages so here is our application for the completeness review.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
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We appreciate your time and patience.

Kind regards,

ICANN [redacted]

[redacted]

DISCLAIMER: This email is for information only. This email also does not represent a waiver of any ICANN policy, procedure or agreement. In the event that any information provided in this email appears to be inconsistent with any information published elsewhere by ICANN, please do not rely on this email without confirmation or clarification from ICANN.

********** Please Do Not Delete **********

From: [redacted]
Subject: Re: [Ext] Notes and review of application
Date: Oct 10, 2017 at 6:05:47 PM
To: Adrienne McAdory amcadory@atgron.wed

Hi Adrienne,

Please find attached your original notes from our 29Sep17. There are some edit/redlines included to clarification.

Let me know if you have questions.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

ICANN

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 10, 2017 at 3:49 AM
To: [redacted]
Subject: [Ext] Notes and review of application

Hello [redacted],

Can you please provide an ETA for the approval and/or revision of my notes from our meeting and the completion of the review of our application for completeness?

Warm Regards,
Adrienne McAdory

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Adrienne's notes from 29Sep2017

Here are notes I took. Please feel free to edit or append to yours.

September 29, 2017 Conference call with [redacted] regarding next steps of RSP transition at 6pm EST

Notes:

[redacted] requested Adrienne provide a status of her situation and Adrienne expressed that there was no possibility of her paying the $15,000 fee due to recent news about lack of a quarterly payment from a commercial real estate venture but if a payment plan was provided, she could pay at least $1,000 per month until January and then could pay more at that point.

Commented [AH1]: Missing discussion of needing installment payments for the quarterly payment as well. Slightly off topic but germane to the overall discussion.

Regarding the outstanding ICANN invoice from July 2017, Adrienne indicated that should would not be able to pay that amount of $6250 until January 2018.

Commented [LC2]: Added per [redacted] comment

[redacted] expressed that ICANN does not allow payment plans and [redacted] asked if she could discuss four different possible paths going forward given there were only 8 weeks until Atgron's contract with [redacted] ended on November 30. A discussion of the paths ensued. Update Note 10/6: [redacted] has now offered Atgron a payment plan to continue RSP services, which would allow Atgron time for processing of MSA and avoidance of EBERO.

Scenario 1: Provide the application to the Technical Evaluation Panel (TEP) and after their review start Technical Registry testing and then Simulation testing. Aaron stated the best case scenario was 12 weeks for this process and he had seen some Registry Service Providers need as long as a year. Adrienne expressed she was surprised because she thought in the last conversation they had, 12 weeks was the outside timeframe not a best case scenario. [redacted] expressed the timeframe for the TEP's first review was 3 weeks after which clarifying questions were returned to the Registry Operator (RO), after answers were provided by the RO, the TEP would return responses within 2 weeks. After the TEP passed the application, Technical Registry Testing (TRT) would ensue for 3 weeks or 4 weeks max. If TRT was not passed within 4 weeks, it would be considered failed and a new (TRT) would have to commence and the $4,000 fee would need to be paid again and testing would commence for another 3 weeks or 4 weeks max. After TRT is passed, Simulation Testing occurs for ~~3~~ 2 weeks.

[redacted] expressed that if the ~~testing~~ MSA process was not complete within the 8 weeks now available, the .wed TLD might~~would~~ go into EBERO status.

Added Note: To be clear, we do not recommend this path either; we do not recommend any compliance breach. The EBERO is triggered not because the registry didn't pass the MSA process, but because Adrienne has indicated to ICANN that~~us~~ her existing RSP [redacted] might shut down the TLD on 30 November. If [redacted] shuts her down on 30 November and there is no backup, Critical Functions would begin to fail the service level agreement thresholds identified in Specification 10 of the Registry Agreement, and a transition to EBERO would occur. This would also be a compliance breach of the Registry Agreement.

Adrienne then asked if there was a way for the TLD to be returned to Atgron after the EBERO process was initiated and [redacted] indicated there was a provision in the contract for such an occurrence. The Registry Operator would have to prove they could meet the security and stability requirements. Adrienne asked if MSA testing could continue so that the TLD could be transitioned back to Atgron after the test was completed successfully and [redacted] and [redacted] indicated they did not know the answer to that question and would need to obtain guidance which could take 2-3 weeks. Adrienne also asked if there was a period of time beyond which Atgron could go when ICANN would potentially give the TLD to another company rather than allow Atgron to resume operations as a Registry Operator. [redacted] indicated she would look into it, but there are provisions about agreement termination.

Scenario 2: Transition to the new system without ICANN's approval or testing
This scenario was not recommended because it could cause a failure of critical registry services if the new system is not ready.

Scenario 3: Transition to a RSP that has already been approved by ICANN
If Atgron used the services of a Provider already approved by ICANN, only TRT ~~and Simulation testing~~ would be required. [redacted] said ICANN did not have a list of approved RSPs but agreed to provide a link to a third-party site with a list of ~~approved~~ active RSPs. This has been provided.

Scenario 4: Conduct TEP and TRT simultaneously
It was advised the TEP and TRT could happen simultaneously but there is significant risk TRT would fail and the $4,000 retest fee would have to be paid multiple times.

[redacted] agreed to look into the questions about transferring ownership of the TLD back to Atgron after the EBERO process had been initiated including any associated fees, timeframes to be considered i.e. if the was a timeframe beyond which ICANN would sell and/or assign the .wed TLD to another company and how quickly the transition back to Atgron could occur after successful testing if Atgron started MSA testing but was unable to complete it before Atgron's contract with

[redacted] ended.

Adrienne asked if there was any reason to submit the application and [redacted] indicated ICANN could do the completeness check to make sure the application was ready for the TEP. Adrienne agreed to provide the application next week.

[redacted] asked if ICANN could contact [redacted] to better understand the technical situation, ~~discuss~~ [redacted] added we might discuss the technical transition from [redacted] to ICANN for the EBERO process. Adrienne indicated she was amenable to discussions as long as all three parties participated in any communications. Adrienne agreed to provide [redacted] with an introduction to [redacted] leads.

Subject **Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.**
From [redacted]
To Adrienne <amcadory@atgron.wed>
Date 2017-10-11 11:24

- Digital Signature (~5 KB)

Hi Adrienne,

That is great news!

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

On 10/11/17, 2:11 PM, "Adrienne" <amcadory@atgron.wed> wrote:

> [redacted],
>
> I was finally able to get in and have resubmitted the application as new
> RSP. The new case number is 00874937.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed
>
> On 2017-10-10 13:02, [redacted] wrote:
> > Hi Adrienne,
> >
> > I've confirmed internally that your submission has been reviewed for
> > completeness. It seems the Naming Services portal does show your
> > having logged in and submitted the MSA request, but it was submitted
> > under "existing RSP" instead of "new RSP". In order to move
> > forward with next steps, we'd just need to have you submit under
> > "new RSP", so that the proper items can be generated for next
> > steps, which includes generating an invoice for payment of Technical
> > Panel Review. Under "existing RSP" there is no Technical Panel
> > Review step and so an invoice cannot be generated under that category.
> >
> > Please let me know if you have additional questions.
> >
> > Best,
> >
> > [redacted]
> >
> > [redacted]
> >
> > [redacted]
> >
> > Internet Corporation of Assigned Names and Numbers (ICANN)
> >

Subject **Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-10-31 14:17

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- Digital Signature (~5 KB)

Hi Adrienne,

Apologies for the confusion. I am communicating internally to try and get this addressed, and will get back to you as soon as I have some clarity on the next steps. Regarding your 3rd Notice, you should only be in 3rd Notice on your ICANN fees of $6250, not the Technical Panel Review fee, so I am going to forward that issue to Accounting and get back to you.

Best,
[redacted]

[redacted]
Internation Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 31, 2017 at 4:46 PM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.

Dear [redacted]

Please ask [redacted] why he clearly indicated in our meeting that his team would give me an assessment of the completeness of our application and now we are in this position. I thought every single person on the phone understood the nature of my financial position and now I have a bill and with all due respect your accounting department sent me a 3rd and final notice with a bill of over $18000 noted. I will forward the message.

So the bottom line is I still do not have an assessment of the completeness of my application and now I have a bill based upon following the instructions I was given after our meeting. I do not know when I will have the money for the Technical Panel review and I thought that was abundantly clear given the only path forward was EBERO until [redacted] changed their position.

Warm Regards,
Adrienne McAdory

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On Oct 30, 2017, at 2:36 PM, [redacted] > wrote:

Hi Adrienne,

I just checked the case and don't see the reply you've indicated below. However, I do see the communication [redacted] sent thanking you for your submission and indicating you would receive an invoice for the current panel costs from accounting. It looks as if he asked whether you wanted to send information to technical panel and was waiting for a response before proceeding (see below). He has not sent anything to technical panel yet. I believe [redacted] was following the normal process once and MSA Change to New RSP is submitted, which normally means once the request is deemed complete, the invoice is sent from accounting at the same time the documents are sent for technical panel review. But in this case documents were not submitted for review, as we were waiting for your response.

If you are not ready to proceed, please respond to the case indicating you'd like to wait on Technical Panel, and how much time you may need before we can send it.

As for the invoices, I confirmed with accounting that you were sent the technical panel invoice of $12,420 on 10/17/17 with a due date of 11/16/17, and that the Third Notice you received was for the outstanding quarterly fees of $6250 invoiced on 7/31/17 and due 8/30/17.

> *Dear Adrienne McAdory,*
>
> *Thank you for your submission. We are preparing to send your information to the technical panel, and you will receive an invoice for the current panel cost from our Accounting department.*
>
> *You are expected to pay the invoice in full by the due date listed on the invoice. As an option, if you wish to delay the start of the technical panel until a later date so that you have more time to gather the funds to pay the invoice, then we can wait to begin the technical panel evaluation.*
>
> *Please advise if you want us to send your information to the technical panel. We will wait for your confirmation before proceeding.*
>
> *Regards,*
> [redacted]

Please let me know if you have additional questions.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

<image001.png>

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Saturday, October 28, 2017 at 10:49 AM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.

Hello [redacted],

This is our latest response to the case. Not sure why there is such a disconnect regarding our status with regard to the MSA process.

"Dear [redacted],

Can you explain why the accounting organization has sent Atgron a 3rd warning notice about the bill for the Technical Panel when we only submitted the application because [redacted] said ICANN staff could review it for completeness. I expected the response to the case to be yes the application is complete or no it is not and then we would initiate a case for the Technical Panel when we could pay the bill. [redacted] and [redacted] were both on the call and we followed the instructions we were given. Why don't you and the accounting department have the same information? At no point did I indicate this could move forward within or outside of the GDD Portal."

Warm Regards,
Adrienne McAdory

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On Oct 11, 2017, at 5:24 PM, [redacted] wrote:

> Hi Adrienne,
>
> That is great news!
>
> Best,
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> On 10/11/17, 2:11 PM, "Adrienne" <amcadory@atgron.wed> wrote:
>
> [redacted],
>
> I was finally able to get in and have resubmitted the application as new
> RSP. The new case number is 00874937.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed[get.wed]
>
> On 2017-10-10 13:02, [redacted] wrote:
>
> Hi Adrienne,

I've confirmed internally that your submission has been reviewed for completeness. It seems the Naming Services portal does show your having logged in and submitted the MSA request, but it was submitted under "existing RSP" instead of "new RSP". In order to move forward with next steps, we'd just need to have you submit under "new RSP", so that the proper items can be generated for next steps, which includes generating an invoice for payment of Technical Panel Review. Under "existing RSP" there is no Technical Panel Review step and so an invoice cannot be generated under that category.

Please let me know if you have additional questions.

Best,

[redacted]

[redacted]

[redacted]

Internet Corporation of Assigned Names and Numbers (ICANN)

[redacted]

[redacted]

[redacted]

FROM: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
DATE: Tuesday, October 10, 2017 at 2:30 PM
TO: [redacted]
SUBJECT: Fwd: [Ext] A New Case Has Been Created - Case 00874388

Hello [redacted]

Here is the email showing ICANN created the case. Also, I did see a cancellation notice for the case but why is this our mistake to correct?

Warm Regards,

Adrienne McAdory

Atgron, Inc.

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www.get.wed[get.wed][get.wed] [3]

Begin forwarded message:

> FROM: [redacted]
> DATE: October 3, 2017 at 7:51:11 PM EDT
> TO: Adrienne McAdory <amcadory@atgron.wed>
> SUBJECT: RE: [EXT] A NEW CASE HAS BEEN CREATED - CASE 00874388
>
> Great!
>
> [redacted]

Subject **Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-11-07 06:59

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- Digital Signature (~5 KB)

Hi Adrienne,

You are welcome. Glad we could get this resolved.

Please let me know when you are ready to proceed.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, November 7, 2017 at 5:17 AM
To: [redacted]
Subject: Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.

Hello [redacted]

The new response in the case is exactly what I was expecting. Thank you very much for facilitating resolution of this matter. We will reopen the appropriate case when we are ready to proceed.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Oct 31, 2017, at 8:17 PM, [redacted] > wrote:

> Hi Adrienne,
>
> Apologies for the confusion. I am communicating internally to try and get this addressed, and will get back to you as soon as I have some clarity on the next steps. Regarding your 3rd Notice, you should only be in 3rd Notice on your ICANN fees of $6250, not the Technical Panel Review fee, so I am going to forward that issue to Accounting and get back to you.
>
> Best,
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
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>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Tuesday, October 31, 2017 at 4:46 PM
> **To:** [redacted]
> **Subject:** Re: [Ext] A New Case Has Been Created - MSA - Case 00874937.
>
> Dear [redacted],
>
> Please ask [redacted] why he clearly indicated in our meeting that his team would give me an assessment of the completeness of our application and now we are in this position. I thought every single person on the phone understood the nature of my financial position and now I have a bill and with all due respect your accounting department sent me a 3rd and final notice with a bill of over $18000 noted. I will forward the message.
>
> So the bottom line is I still do not have an assessment of the completeness of my application and now I have a bill based upon following the instructions I was given after our meeting. I do not know when I will have the money for the Technical Panel review and I thought that was abundantly clear given the only path forward was EBERO until [redacted] changed their position.

Subject	**Re: [Ext] Re: No call needed with** [redacted]
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-11-27 07:02

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Sorry to hear that the contract with [redacted] didn't work out? Have you contacted any of the other Registry Service Providers from the list we sent to you? You may want to consider exhausting those options prior to having an EBERO call because as mentioned previously there is currently no process for taking the TLD out of EBERO and there are no guarantees regarding it's being returned to you.

Happy to schedule a call for some time this week or next, but will have to coordinate with the internal team for timing. Please keep me posted regarding whether you will pursue other RSP provider options to avoid EBERO.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

[redacted] Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, November 24, 2017 at 5:09 PM
To: [redacted]
Cc: [redacted]
Subject: [Ext] Re: No call needed with [redacted]

Hello [redacted],

I assumed since you said the delay in my receipt of the contract was due to [redacted] working with your French headquarters and because the contract still requires an annual one time payment that your headquarters did not agree with your statement that payments would be made quarterly but if you changed your mind that is also of course your choice.

[redacted] we can proceed with a call on Monday if that works for you. [redacted] and [redacted] no longer need to be copied unless you still want the three parties to talk about a smooth transition.

Warm Regards,
Adrienne McAdory

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On Nov 24, 2017, at 6:15 PM, [redacted] wrote:

> Hi Adrienne,
>
> I am confused by your advice "[redacted] was unable to obtain approval from [redacted] French head office to provide a quarterly payment schedule".
>
> In any case, no need for [redacted] to be on the call.
>
> ICANN can simply follow the established procedure and get the .wed escrow files from [redacted] when the EBERO event is triggered.
>
> Kind Regards,
>
> [redacted]
>
> On Fri, Nov 24, 2017 at 5:30 PM, Adrienne McAdory <amcadory@atgron.wed> wrote:
>
> > Hello [redacted],
> >
> > We do need to have the EBERO conversation after all. [redacted] was unable to obtain approval from [redacted] French head office to provide a quarterly payment schedule. I can be available in the afternoon anytime after 1pm EST for a call. I hope [redacted] can make time as well.
> >
> > Warm Regards,
> > Adrienne McAdory
> >
> > Atgron, Inc.
> > Introducing .WED, a domain for weddings
> > www.get.wed[get.wed]
> >
> > On Oct 6, 2017, at 4:48 PM, [redacted] wrote:
> >
> > > Hi Adrienne,
> > >
> > > Going the EBERO route seems rather fraught.

If you want to make quarterly payments of $3,750 we are Ok with that.

We would need to sign a new agreement with the [redacted] French entity.

[redacted]

On Sat, Oct 7, 2017 at 9:16 AM, Adrienne McAdory <amcadory@atgron.wed> wrote:

> Hello [redacted] and [redacted],
>
> [redacted] indicated today since ICANN knows the timeline for the end of [redacted] services is the end of November, there is no call required.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]

--
[redacted]

--
[redacted]

Subject	**Re: [Ext] Re: No call needed with** [redacted]
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Cc	[redacted]
Date	2017-11-27 07:31

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne & [redacted],

Just one other question. What is the timing for transitional away from [redacted]?

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, November 24, 2017 at 5:09 PM
To: [redacted]
Cc: [redacted]
Subject: [Ext] Re: No call needed with [redacted]

Hello [redacted],

I assumed since you said the delay in my receipt of the contract was due to [redacted] working with your French headquarters and because the contract still requires an annual one time payment that your headquarters did not agree with your statement that payments would be made quarterly but if you changed your mind that is also of course your choice.

[redacted] we can proceed with a call on Monday if that works for you. [redacted] and [redacted] no longer need to be copied unless you still want the three parties to talk about a smooth transition.

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Nov 24, 2017, at 6:15 PM, [redacted] wrote:

Hi Adrienne,

I am confused by your advice '[redacted] was unable to obtain approval from [redacted] French head office to provide a quarterly payment schedule".

In any case, no need for [redacted] to be on the call.

ICANN can simply follow the established procedure and get the .wed escrow files from [redacted] when the EBERO event is triggered.

Kind Regards,

[redacted]

On Fri, Nov 24, 2017 at 5:30 PM, Adrienne McAdory <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> We do need to have the EBERO conversation after all. [redacted] was unable to obtain approval from [redacted] French head office to provide a quarterly payment schedule. I can be available in the afternoon anytime after 1pm EST for a call. I hope [redacted] can make time as well.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]
>
> On Oct 6, 2017, at 4:48 PM, [redacted] > wrote:
>
> > Hi Adrienne,
> >
> > Going the EBERO route seems rather fraught.
> >
> > If you want to make quarterly payments of $3,750 we are Ok with that.
> >
> > We would need to sign a new agreement with the [redacted] French entity.
> >
> > [redacted]

Subject **Re: [Ext] Re: No call needed with** [redacted]
From [redacted]
To [redacted]
Cc Adrienne McAdory <amcadory@atgron.wed>, [redacted]
[redacted]
Date 2017-11-27 08:31

Hi [redacted],

The most recent [redacted] contractual arrangements with Atgron were for six months from May 31, 2017 and have not been extended.

[redacted] will cease to provide registry services midnight UTC Monday December 4th as a courtesy to avoid the weekend.

I propose that last zones we generate will have a TTL of one week to give the EBERO provider and ICANN time to update the root to the new TLD servers.

Kind Regards,

[redacted]

On Mon, Nov 27, 2017 at 12:31 PM, [redacted] wrote:

> Hi Adrienne & [redacted],
>
> Just one other question. What is the timing for transitional away from [redacted]?
>
> Thanks
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> Internet Corporation of Assigned Names and Numbers (ICANN)
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> ICANN
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Friday, November 24, 2017 at 5:09 PM
> **To:** [redacted]

Subject	**Re: [Ext] Re: No call needed with** [redacted]
From	[redacted]
To	[redacted]
Cc	Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Date	2017-11-27 08:50

- image001.png (~9 KB)
- image002.png (~9 KB)
- Digital Signature (~5 KB)

Hi [redacted],

Thanks for the update/information. I will let the internal team know.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: [redacted]
Date: Monday, November 27, 2017 at 10:31 AM
To: [redacted]
Cc: Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Subject: Re: [Ext] Re: No call needed with [redacted]

Hi [redacted],

The most recent [redacted] contractual arrangements with Atgron were for six months from May 31, 2017 and have not been extended.

[redacted] will cease to provide registry services midnight UTC Monday December 4th as a courtesy to avoid the weekend.

I propose that last zones we generate will have a TTL of one week to give the EBERO provider and ICANN time to update the root to the new TLD servers.

Kind Regards,

[redacted]

Subject **Re: [Ext] Re: [redacted] Transition**
From [redacted]
To [redacted]
Cc Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Date 2017-11-29 08:03

Hi [redacted],

Happy to do whatever is easy for all concerned. What time is best for your team ?

As a practical matter all we will be doing is blocking the port 43 to trigger the event, the registry portal etc remain online (just not processing updates or new registrations) we can give the EBERO provider access to verify information, download a CSV or registry data etc.

We can lower the TTL to whatever you suggest, continue to generate zones for [redacted] to sign etc - until the EBERO provider asks us not to.

[redacted]

On Wed, Nov 29, 2017 at 12:42 PM, [redacted] > wrote:

> Hi [redacted],
>
> The internal team here is asking for clarification on "midnight". Do you mean 00:000 UTC Monday, which is Sunday for us in Los Angeles, or do you mean 00:00 UTC Tuesday? Also, our Tech Services team has indicated it would be better if you don't do the change in TTL, if any we'd prefer you to lower it as opposed to increase it, as we are interested in quick convergence to using the EBERO name servers.
>
> Can you let me know?
>
> Thanks
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> Internet Corporation of Assigned Names and Numbers (ICANN)
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> ICANN

From: [redacted]
Date: Monday, November 27, 2017 at 10:31 AM
To: [redacted]
Cc: Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Subject: Re: [Ext] Re: No call needed with [redacted]

Hi [redacted],

The most recent [redacted] contractual arrangements with Atgron were for six months from May 31, 2017 and have not been extended.

[redacted] will cease to provide registry services midnight UTC Monday December 4th as a courtesy to avoid the weekend.

I propose that last zones we generate will have a TTL of one week to give the EBERO provider and ICANN time to update the root to the new TLD servers.

Kind Regards,

[redacted]

On Mon, Nov 27, 2017 at 12:31 PM, [redacted] wrote:

> Hi Adrienne & [redacted],
>
> Just one other question. What is the timing for transitional away from [redacted]?
>
> Thanks
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> Internet Corporation of Assigned Names and Numbers (ICANN)
>
> [redacted]
>
> [redacted]
>
> [redacted]

Subject	**Atgron Plans once EBERO is implemented**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-11-30 14:41

- Part 3.ics (~2 KB)

You're invited.
You've been invited to a GlobalMeet® audio meeting.
Have the meeting call you.
Click the Connect Me link below. **No need to dial-in.**

Connect Me[go.conferencinghub.com]

Not at your computer?
You can join by dialing one of the access numbers below.

Mobile:	tel://16054755606,*,,1420537906#
Phone Only Controls :	https://go.conferencinghub.com/2hdmd
Access Number:	1-605-475-5606
Guest Passcode:	142 053 7906
Additional Access:	

Subject **Re: [Ext] Re: Today's Call on .WED EBERO**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-12-01 15:21

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for the quick reply. I will get our meeting notes out to you on Monday.

Have a nice weekend!

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 1, 2017 at 5:08 PM
To: [redacted]
Subject: [Ext] Re: Today's Call on .WED EBERO

Dear [redacted],

We have not identified any organizations that are well-versed enough in the Registry Operator business to be comfortable investing in the relatively unproven new gTLD market.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Dec 1, 2017, at 6:25 PM, [redacted] wrote:

Hi Adrienne,

Thanks for taking the time to chat with me about your plans for .WED post EBERO and your timeline for payments. I wanted to ask one additional question before I sent through notes, so I can include your response. Are you considering any type of joint venture with other entity/organization to help with funding for .WED on an ongoing basis as part of a long term funding strategy? Any details you can provide here would be great, as ICANN will want confirmation that funding issues that lead to this EBERO instance would not happen again.

Please let me know.

Best,
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

<image001.png>

<image001.png>

Subject	**Re: [Ext] Re: [redacted] Transition**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>, [redacted]
Cc	[redacted]
Date	2017-12-04 07:18

- image001.png (~9 KB)
- image002.png (~9 KB)
- image003.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

I have forwarded the information you've provided below along to our technical team and will let you know what they say.

Thanks
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Sunday, December 3, 2017 at 5:07 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [redacted] Transition

Hello [redacted],

I did not see any traffic regarding the 500,000 names we have blocked that we intend to either make Premium names or add to the 10,000 we have identified in our RSEP to use as 3rd level domains but wanted to make sure those domain names were provided to you and the EBERO provider so they could be maintained. I believe [redacted] can send them to you in a CSV format. We also have an algorithm programmed that blocks the purchase of domain names that consist only of numbers up to five digits e.g. 45720.wed or 7531.wed etc.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Nov 29, 2017, at 1:03 PM, [redacted] wrote:

Hi [redacted],

Happy to do whatever is easy for all concerned. What time is best for your team ?

As a practical matter all we will be doing is blocking the port 43 to trigger the event, the registry portal etc remain online (just not processing updates or new registrations) we can give the EBERO provider access to verify information, download a CSV or registry data etc.

We can lower the TTL to whatever you suggest, continue to generate zones for [redacted] to sign etc - until the EBERO provider asks us not to.

[redacted]

On Wed, Nov 29, 2017 at 12:42 PM, [redacted] wrote:

> Hi [redacted],
>
> The internal team here is asking for clarification on "midnight". Do you mean 00:000 UTC Monday, which is Sunday for us in Los Angeles, or do you mean 00:00 UTC Tuesday? Also, our Tech Services team has indicated it would be better if you don't do the change in TTL, if any we'd prefer you to lower it as opposed to increase it, as we are interested in quick convergence to using the EBERO name servers.
>
> Can you let me know?
>
> Thanks
> [redacted]
>
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
>
> **From:** [redacted]
> **Date:** Monday, November 27, 2017 at 10:31 AM

Subject	**URGENT: Are you available for a call with [redacted] regarding EBERO event today at 3pm.**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-12-05 08:10
Priority	Highest

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

[redacted] our [redacted] would like to have a call with you today regarding the impending EBERO. Would you be available at 6:00pm EST?

Please let me know as soon as possible. Also, if you could provide a direct number for him to call you, that would be great.

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

Subject	**Re: [Ext] Re: URGENT: Are you available for a call with [redacted] regarding EBERO event today at 3pm.**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2017-12-05 11:08

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Thanks for the quick reply Adrienne. [redacted] will call you directly.

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, December 5, 2017 at 12:55 PM
To: [redacted]
Subject: [Ext] Re: URGENT: Are you available for a call with [redacted] regarding EBERO event today at 3pm.

[redacted].

Subject **Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]**
From [redacted]
To Adrienne <amcadory@atgron.wed>
Cc [redacted]
Date 2017-12-07 05:17

Hi Adrienne,

The process of changing back-end registry operators is managed by ICANN in accordance with their policies and procedures.

There is a plan which has been agreed between EBERO provider [redacted] and [redacted] and approved by ICANN, it ensures continuity of resolution and stability for registrants of .wed TLD.

Since there is no technical failure of [redacted], a trigger event was required to start the transition to EBERO.

Blocking RDDS (WHOIS) is the safest event to trigger the transition process. It has no impact on DNS or DNSEC, all .wed domains continue to resolve even after a RDDS threshold is reached.

The transition event timing was discussed and it commenced at the agreed time, Wednesday December 6th at 16:00 UTC.

Zone files and Escrow data were provided to [redacted] after RDDS services were blocked on Wednesday .

The decision on whether to transition to [redacted] or [redacted], or [redacted] then to [redacted] and the procedures to be followed are controlled by ICANN.

[redacted]

On Thu, Dec 7, 2017 at 4:36 AM, Adrienne <amcadory@atgron.wed> wrote:

> Hello [redacted] and [redacted],
>
> We have managed to find another Registry Service Provider, [redacted], who is ready to take over immediately. [redacted] only need the current Whois data which should be small enough to email I would think and the IP address change for whois.nic.wed. [redacted] will respond with the IP address shortly.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed
>
> On 2017-12-06 17:36, [redacted] wrote:
>
> > Hi [redacted],
> >
> > Thank you for your notification. Please, be aware that automatic emails and phone calls to the emergency contacts will still be made upon reaching each of the remaining emergency threshold alerts.
> >
> > Regards,
> >
> > [redacted]
> > ICANN
> >
> > FROM: [redacted]
> > DATE: Wednesday, December 6, 2017 at 6:43 PM
> > TO: [redacted]

[redacted]
CC: [redacted] "amcadory@atgron.wed" <amcadory@atgron.wed>, [redacted]
SUBJECT: [Ext] Re: [tld-monitor]

[ICANN_SLA_monitoring][TLD_emergency_threshold_alert][ID_LZkHioUDhD]

Hi [redacted],

Thank you, [redacted] is aware of the issue, RDDS services have been disabled as a trigger for the controlled transition to an EBERO provider.

The TLD manager (Atgron) has been in contact with ICANN regarding a controlled transition, so far as we are aware Atgron desires to transition to an EBERO. .

Kind Regards,

[redacted]

On Wed, Dec 6, 2017 at 6:06 PM, [redacted] wrote:

> Hello colleagues,
>
> Please note that the issue affecting the RDDS, as discussed with Adrienne McAdory earlier, still persist.
>
> The emergency threshold for RDDS downtime is currently at 28% and continues to increase.
>
> Please let me know if you have further questions.
>
> Regards,
> [redacted]
> ICANN
>
> On 12/6/17, 12:28 PM, "tld-monitor on behalf of [redacted]" <tld-monitor-bounces@icann.org on behalf of [redacted] wrote:
>
> Hello Adrienne McAdory,
>
> Thank you for taking my earlier phone call. Please let me know if there is anything I can help you with.
>
> I look forward to hearing from you soon.
>
> Regards,
> [redacted]
> ICANN
>
> On 12/6/17, 10:40 AM, "tld-monitor on behalf of [redacted]" <tld-monitor-bounces@icann.org on behalf of [redacted] > wrote:
>
> Dear colleagues,
>
> The RDDS test by the ICANN SLA Monitoring system probe nodes are failing because whois queries are timing out using IPv4 185.17.236.72

$ telnet 185.17.236.72 43
Trying 185.17.236.72...
telnet: connect to address 185.17.236.72[185.17.236.72] [1]:
Connection timed out

$ telnet 185.17.236.72 80
Trying 185.17.236.72...
telnet: connect to address 185.17.236.72[185.17.236.72] [1]:
Connection timed out

$ whois -h 185.17.236.72 nic.wed
whois: connect(): Operation timed out

Can you please troubleshoot on your side?

Regards,
[redacted]
ICANN

On 12/6/17, 10:18 AM, "tld-monitor on behalf of
[redacted] wrote:

wed has 1 RDDS event

Greetings colleagues,

This is an automatically generated notice of downtime
from the ICANN SLA Monitoring system:

+ wed (gTLD)
* RDDS
2017.12.06 18 [2]:13:30 UTC: 10.04% emergency
threshold reached

This alert was generated as part of the monitoring of
your TLD(s) as described in Specification 10 of your Registry
Agreement.
You received this alert because you are listed as the
emergency contact for the TLD(s) listed above.
If you have an emergency request, please contact the
ICANN GDD NOC at: [redacted], [redacted] [3].

For any other question please use the GDD portal at

https://urldefense.proofpoint.com/v2/url?u=https-3A__gddportal.icann.org&d=DwIGaQ&c=FmY1u3PJp6wrcrwll3mSVzgfkbPSS6sJms7xcl4I5cM&r=bFX3DhDUFLzKrRrw9TVn-Ru2pKbRTAK7L6X-zmzKC88&m=Ri8_J5uN-FxT7ZW7D1Nfiy5N0-5hn2hVe-y2WDGBzHc&s=yV2mp-9TJ85ERbtiyI-geL1XAwRilrmaSDVq--IaxUw&e=.

=====> IMPORTANT NOTE REGARDING COMPLIANCE NOTIFICATIONS
<=====
This automatic email alert may trigger a Compliance
Notification to be sent to the Registries' Primary, Legal, and
Compliance contacts.

==========

=====> IMPORTANT NOTE REGARDING IP WHITELISTING <=====
If you use rate-limiting based on the source IP address
in the Registry Services, please, whitelist (or increase the quota
for) the IP addresses of ICANN's probe nodes.
You may find the current list of probe nodes on the
following link:

https://urldefense.proofpoint.com/v2/url?u=https-3A__tld-2Dmonitor.icann.org_nodes.csv&d=DwIGaQ&c=FmY1u3PJp6wrcrwll3mSVzgfkbPSS6sJms7xcl4I5cM&r=bFX3DhDUFLzKrRrw9TVn-Ru2pKbRTAK7L6X-zmzKC88&m=Ri8_J5uN-FxT7ZW7D1Nfiy5N0-5hn2hVe-y2WDGBzHc&s=WkDbbPSsswFKNSp61bNTd4LGduZo7yAltjMuNnflv7A&e=

> ==========
>
> Current time is:
>
> 2017-12-06 18:18:18 UTC
> 2017-12-06 10:18:18 PST, UTC-0800 (US/Pacific)
> 2017-12-06 13:18:18 EST, UTC-0500 (US/Eastern)
> 2017-12-06 18:18:18 GMT, UTC+0000 (Europe/London)
> 2017-12-07 02:18:18 +08, UTC+0800 (Asia/Singapore)

--

[redacted]

[redacted]

[redacted]

[redacted]

Links:
------
[1] https://urldefense.proofpoint.com/v2/url?u=http-3A__185.17.236.72&d=DwMFaQ&c=FmY1u3PJp6wrcrwll3mSVzgfkbPSS6sJms7xcl4I5cM&r=bFX3DhDUFLzKrRrw9TVn-Ru2pKbRTAK7L6X-zmzKC88&m=h8SNem9y4Fzb1N29XeVZG8c6xO4ulmuO1npCKlrXNBY&s=0kLP0UcWpB3gG2j1UR5LyASlmH2QidL-2Tp3L3eDypk&e=
[2] tel:2017.12.06%2018
[3] tel:%2B1%20310%20557%201679

--

[redacted]

From: [redacted]
Subject: Re: [tld-monitor] [Ext] Urgent: Unable to reach current back end provider
Date: Dec 7, 2017 at 1:39:58 PM
To: Adrienne McAdory amcadory@atgron.wed
Cc: [redacted]

Adrienne,

There is another issue, two of the TLD name servers listed in the root zone for .wed respond with one IP address and the other two with other IP address.

[redacted]

IP address 185.16.184.13 does respond, but with the format issue [redacted] mentions below. The IP address 185.17.236.72 does not respond.

It would be appreciated if you could fix these issues.

--
[redacted]

> On 12/7/17, 9:18 AM, "tld-monitor on behalf of [redacted]" <tld-monitor-bounces@icann.org on behalf of [redacted]> wrote:
>
> Hello Adrienne,
>
> The RDDS output for nic.wed is being marked as syntactically invalid by our monitoring system because it is not finding the Name Server rows.

Subject	**Re: [Ext] Update to iana records**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Cc	[redacted]
Date	2017-12-07 11:46

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

The iana team has indicated to me you've already been in touch with them. Hopefully they are helping with what you need.

Best,
[redacted]

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 7, 2017 at 1:18 PM
To: [redacted]
Cc: [redacted]
Subject: [Ext] Update to iana records

Hello [redacted],

Hoping you can assist in telling us how to update the iana data. The last time we provided the information, it was via a case in the GDD portal. We have asked our new RSP for their info but we do not know where to login to enter the data. Your assistance is appreciated.

By the way, the only reason we have this RSP is because someone gave us a personal introduction to this company and I spoke to them at 3am this morning and they agreed to help me out.

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Subject	**.WED Notification of EBERO Event [ref:_00D616tJk._50061GY7JY:ref]**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2017-12-07 14:29

Dear Adrienne,

The .WED gTLD reached 100% of the emergency threshold on 07 December 2017 at 16:04 UTC per requirements as set forth in Specification 10 of the Registry Agreement. As such and in accordance with Section 2.13 (see below) of the .WED Registry Agreement, ICANN is designating an interim Emergency Back-end Registry Operator (EBERO) for the .WED gTLD until such time as Atgron, Inc. has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the .WED gTLD without a recurrence of failure.

Once the EBERO transition is stabilized we can discuss next steps.

Kind Regards,

[redacted]
ICANN
ref:_00D616tJk._50061GY7JY:ref

Subject	**RE: .WED Notification of EBERO Event [ref:_00D616tJk._50061GY7JY:ref]**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Date	2017-12-07 19:20

Hello Adrienne,

In response to your question, I've included in the email below references to both section 2.13 of the .WED Agreement and the relevant section of Specification 10. In addition, If you would like to use a new Registry Service Provider (RSP) for .WED, you will need to submit a Material Subcontracting Arrangement (MSA) request via the Naming Services portal, so the new provider can be tested and approved by ICANN per Section 7.5 of the Registry Agreement. I've included links to some additional information below:

Material Subcontracting Arrangement:
https://www.icann.org/resources/material-subcontracting-arrangement

Material Subcontracting Arrangement How to Guide:
https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf

Registry Transition Processes:
https://www.icann.org/resources/pages/transition-processes-2013-04-22-en

Additional guidance and next steps will be provided once the EBERO transition is stabilized, per the previous email.

Best Regards,

[redacted]
ICANN

_____

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 7, 2017 at 5:23 PM
To: [redacted]
Subject: [Ext] Re: .WED Notification of EBERO Event [ ]

Hello Ma'am,

Please direct me to the specific details of the requirements and timelines we must meet to provide ICANN with reasonable satisfaction we are stable enough to resume operations. The provision of a different ICANN approved Registry Service Provider is obviously not reasonably satisfactory, therefore we need more specific guidance regarding what reasonable satisfaction means to ICANN.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

---------- Original Message ----------
From: ICANN Registry Services [redacted]
Sent: 12/7/2017 4:29 PM
To: amcadory@atgron.wed
Cc: [redacted]
Subject: .WED Notification of EBERO Event [ ]

Dear Adrienne,

The .WED gTLD reached 100% of the emergency threshold on 07 December 2017 at 16:04 UTC per requirements as set forth in Specification 10 of the Registry Agreement. As such and in accordance with Section 2.13 (see below) of the .WED Registry Agreement, ICANN is designating an interim Emergency Back-end Registry Operator (EBERO) for the .WED gTLD until such time as Atgron, Inc. has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the .WED gTLD without a recurrence of failure.

Once the EBERO transition is stabilized we can discuss next steps.

Kind Regards,

[redacted]
ICANN

2.13 Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at <http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13. In addition, in the event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument.

SPECIFICATION 10

REGISTRY PERFORMANCE SPECIFICATIONS

[...]
6. ***Emergency Thresholds***

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	***Emergency Threshold***
DNS Service	*4-hour total downtime / week*
DNSSEC proper resolution	*4-hour total downtime / week*
EPP	*24-hour total downtime / week*
RDDS	***24-hour total downtime / week***
Data Escrow	*Reaching any of the criteria for the release of deposits described in Specification 2, Part B, Section 6.2 through Section 6.6.*

...

Subject **Re: [Ext] Re: .WED Notification of EBERO Event [ref:_00D616tJk._50061GY7JY:ref]**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-12-08 07:18

- image001.png (~9 KB)
- Digital Signature (~5 KB)

Hello Adrienne,

Cost details are listed in the MSA How to Guide.

Best,

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 8, 2017 at 3:04 AM
To: [redacted]
Subject: [Ext] Re: .WED Notification of EBERO Event [ref:_00D616tJk._50061GY7JY:ref]

Hello [redacted],

What is the cost and timing for the MSA process with an approved RSP?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Dec 8, 2017, at 12:20 AM, ICANN Registry Services <[redacted] wrote:

Hello Adrienne,

In response to your question, I've included in the email below references to both section 2.13 of the .WED Agreement[https] and the relevant section of Specification 10. In addition, If you would like to use a new Registry Service Provider (RSP) for .WED, you will need to submit a Material Subcontracting Arrangement (MSA) request via the Naming Services portal, so the new provider can be tested and approved by ICANN per Section 7.5 of the Registry Agreement. I've included links to some additional information below:

Material Subcontracting Arrangement[https]:
https://www.icann.org/resources/material-subcontracting-arrangement[icann.org]

Material Subcontracting Arrangement How to Guide[https]:
https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf[icann.org]

Registry Transition Processes[https]:
https://www.icann.org/resources/pages/transition-processes-2013-04-22-en[icann.org]

Additional guidance and next steps will be provided once the EBERO transition is stabilized, per the previous email.

Best Regards,

[redacted]
ICANN

_____

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 7, 2017 at 5:23 PM
To: [redacted]
Subject: [Ext] Re: .WED Notification of EBERO Event [ ]

Hello Ma'am,

Please direct me to the specific details of the requirements and timelines we must meet to provide ICANN with reasonable satisfaction we are stable enough to resume operations. The provision of a different ICANN approved Registry Service Provider is obviously not reasonably satisfactory, therefore we need more specific guidance regarding what reasonable satisfaction means to ICANN.

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Subject **Re: [Ext] ICANN shutdown and EBERO fund**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2017-12-11 07:02

roundcube

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- Digital Signature (~5 KB)

Hi Adrienne,

I'd ask that you please submit any EBERO questions via a case in NSp, so that they can be tracked and responded to officially. Regarding the holiday schedule, I don't have that information just yet, but I believe I should know by the end of this week.

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory
[redacted]
Date: Sunday, December 10, 2017 at 3:37 PM
To: [redacted]
Subject: [Ext] ICANN shutdown and EBERO fund

Hello [redacted],

In years prior, ICANN has shut down from right before Christmas until after the New Year. Can you tell me the timing of that this year and what we can do if we obtain the funding necessary to move forward during this period of time? Can we submit a case? Will it be responded to?

Also, we would like to receive a breakdown of how much of the EBERO escrow fund will be used per month by ICANN?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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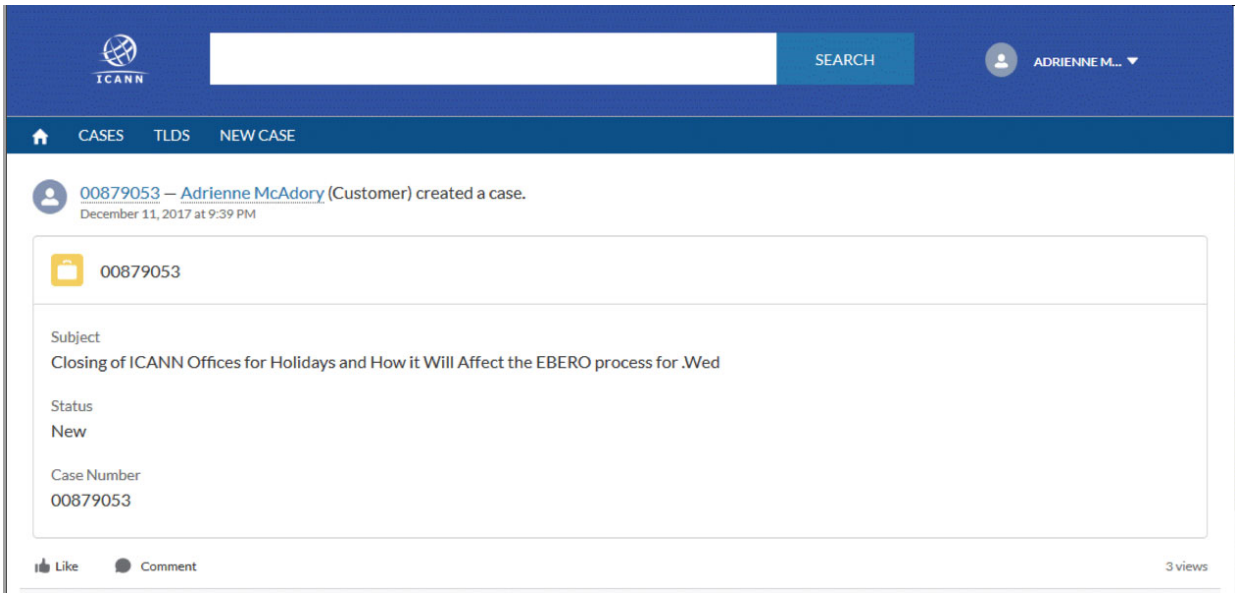

CASE INFORMATION

Subject

Closing of ICANN Offices for Holidays and How it Will Affect the EBERO process for .Wed

Description

In years prior, ICANN has shut down from right before Christmas until after the New Year. We would greatly appreciate answers to the following questions:

1) Date offices will be closed for holidays.

2) What can be done if funding is secured during this period of time?

3) Can we submit a case and will it be responded to?

4) Can we receive a breakdown of how much of the EBERO escrow fund will be used per month by ICANN?

[redacted] ICANN) replied to the customer.
December 12, 2017 at 12:06 AM

Dear Adrienne McAdory,

Thank you for contacting the ICANN Global Support Center.

This message is to confirm receipt of your inquiry. We have escalated your case for review and will provide a response once we have further details.

Thank you for your time. Please let us know if you have any questions.

Kind regards,

[redacted]
ICANN Global Support Team

Like Comment 1 view

[redacted] (ICANN) replied to the customer.
December 19, 2017 at 4:35 PM

Dear Adrienne McAdory,

Thank you for your continued patience.

Your inquiries are still escalate for review and we will provide an update as soon as we have additional information.

Please let us know if you have any questions in the meantime.

Kind regards,

[redacted]

[redacted] (ICANN) replied to the customer.
January 3, 2018 at 11:34 PM

Dear Adrienne McAdory,

Thank you for your continued patience and happy new year.

Your inquiries are still escalate for review and we will provide an update as soon as we have additional information.

Please let us know if you have any questions in the meantime.

Kind regards,

[redacted]

[redacted] (ICANN) replied to the customer.
January 10, 2018 at 8:22 PM

Dear Adrienne McAdory,

Thank you for your continued patience.

We understand that you have a call scheduled today and have been advised to consolidate all pending inquiries with the Global Support Team.

Please note, I will be resolving this case and we will keep case 880844 open in the meantime for any follow ups.

Please let me know if you have any questions.

Kind regards,

[redacted]

Subject **Follow-up on ICANN'S response to your EBERO questions**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2018-01-19 08:28

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- Digital Signature (~5 KB)

Hi Adrienne,

I just wanted to check in, as I saw your response to the compliance ticket regarding the answers ICANN provided to your questions about EBERO and your plan to file a reconsideration request. Would it be possible to set up another call with you next week, (ideally before you file a reconsideration request) to have another conversation to talk through next steps and how we work cooperatively with you?

Are you available on Friday, February 26th at 5pm EST? ICANN's Compliance and Registry Services team members would be on this call, same as last time.

Please let me know.

Kind Regards,
[redacted]

[redacted]
[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]

Subject	**Costs for Transition out of EBERO [ref:_00D616tJk._50061HE8vc:ref]**
From	[redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-01-12 18:19

Dear Adrienne,

As indicated on our call on 10 January 2018, I'd like to provide you with the costs for transition out of the Emergency Back-end Registry Operator (EBERO) as requested in case 879053. See below for details:

Costs for Transition out of EBERO

Cost Description	Amount	Payable To:	Reason	Payments ICANN Re Atgron
Past due ICANN Invoices	$12,500	ICANN	$12,500 in fixed fees is past due	Received
Technical Evaluation	$12,420	ICANN	For payment to external third-party vendor	Received
Registry System Testing	$4,000	ICANN	For payment to external third-party vendor for testing once technical evaluation is completed	Pending
Costs to restore COI	$18,000 + bank fees	Atgron's selected bank	Replenishment of COI	N/A
Third-Party Transition-Out Fee	$20,000	ICANN	EBERO provider cost incurred by ICANN	Pending
Data Escrow Fees (Iron Mountain)	$2250 + accumulated total in monthly fees* from January 2018 until transition is complete	ICANN	Data escrow costs incurred by ICANN during EBERO	Pending

*Data Escrow Monthly Fee = $250/month

The cost to restore the COI is not payable to ICANN but must be replenished with your selected bank. The costs for third-party transition-out, data escrow, Registry System Testing (RST), and technical evaluation are payable to ICANN as described in the chart above.

Additionally, we received your $12,500 payment for outstanding ICANN invoices and your $12,500 technical evaluation payment for the MSA process. You will receive an invoice from ICANN accounting for the $12,420 technical evaluation fee and a credit of $80 will be posted to your account for the overpayment. There are no additional fees due at this time, but the next required fees would be the $4,000 for Registry System Testing (RST), which ICANN pays to an external third party, after the successful completion of the technical evaluation.

The technical evaluation has begun, and should the panel have any clarifying questions they will be issued to Atgron via the Naming Services portal.

On 11 January 2018, we also provided the XML file pdtepp.xml you requested in case 880844.

Please let me know if you have any additional questions.

Kind Regards,
[redacted]

Subject	**Re: Costs for Transition out of EBERO [ref:_00D616tJk._50061HE8vc:ref]**
From	[redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-01-17 14:56

Dear Adrienne,

In response to your questions from the communication on 12 January 2018, I've provided some additional information that should answer your questions.

Q1: How are the EBERO bank fees calculated?

A: ICANN does not calculate bank fees. You will need to speak to *your* bank about any fees that will be incurred regarding replenishment of the Continued Operating Instrument (COI). The $18K COI .WED had prior to the EBERO event has been paid in full to [redacted] for operation of the .WED TLD. The only monthly costs currently are for data escrow with Iron Mountain at $250 per month, as outlined in the communication from 12 January 2018. You can also reference both your .WED registry agreement (section 2.12 and Specification 8), as well as the Applicant Guidebook for the COI requirements.

Q2: Why didn't ICANN use Atgron's existing data escrow provider [redacted] for EBERO?

A: ICANN does not have a contract with [redacted] for data escrow during an EBERO Event. ICANN's contract is with Iron Mountain. This is our standard course of action for EBERO events.

Q3: Why weren't these fees provided to me on Sept 29, 2017 when Atgron indicated the EBERO situation was likely to occur?

A: On the 29 September 2017 call ICANN's main focus was to talk through Atgron's current status with past due invoices, [redacted] discontinuing registry services on 30 November 2017 and Atgron's Material Subcontracting Arrangement (MSA) request for providing its own registry services. ICANN's intent, with regard to EBERO, was to stress that EBERO should be avoided and provide you with links to potential new Registry Service Provider (RSP) options that you could contact as a replacement for [redacted]. ICANN did indicate on the call that you should review the .WED contract (section 2.13 and Specification 10) regarding emergency transition and that answers to your additional questions regarding EBERO, including pricing, would be provided at a later date. Subsequent to the 29 September call, ICANN received word on 6 October 2017 that [redacted] was going to work with Atgron on payment of fees, thus potentially avoiding EBERO. Ultimately, ICANN was notified on 24 November 2017 that Atgron was unable to reach an agreement with [redacted] and the EBERO conversation would need to be restarted. Our focus in late November was to ensure the transition into EBERO was smooth to minimize disruption to registrants.

Information on EBERO provider costs is public and available for review on the icann.org website. I've provided links to additional EBERO information below.

EBERO Overview
https://www.icann.org/resources/pages/ebero-2013-04-02-en

EBERO Contracted Organizations:
https://newgtlds.icann.org/en/announcements-and-media/announcement-10sep13-en

EBERO Frequently Asked Questions
https://www.icann.org/resources/pages/faqs-2013-04-02-en

EBERO Provider Signed Agreements

China Internet Network Information Center:
https://www.icann.org/en/system/files/files/cnnic-ebero-16aug13-en.pdf

CORE Association
https://www.icann.org/en/system/files/files/core-ebero-16aug13-en.pdf

Nominet
https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf

Let me know if you have any additional questions.

Kind Regards,

[redacted]
[redacted]
ICANN

---------- Original Message ----------
From: Adrienne McAdory [amcadory@atgron.wed]
Sent: 1/16/2018 5:04 AM
To: [redacted]
Cc: [redacted]
Subject: Re: Costs for Transition out of EBERO [ ]

Hello,

I have a number of questions about these fees:

- How are the EBERO bank fees calculated?
- Why didn't ICANN use ATGRON's existing data escrow provider [redacted] for EBERO?
- Why weren't these fees provided to me on Sept 29, 2017 when Atgron indicated the EBERO situation was likely to occur?

Warm Regards,
Adrienne McAdory

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[Inline image URL :]

Los Angeles Headquarters
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
+1 310 301 5800
+1 310 823 8649

2 March 2018

Via Email
RE: EBERO Exit Requirements for the .WED gTLD

Adrienne McAdory
President & CEO
Atgron, Inc.

Dear Adrienne McAdory,

As a follow up to our most recent call on 24 January 2018, we indicated we would provide you with a comprehensive set of requirements for Atgron, Inc. to resume operation of the .WED gTLD. As you are well aware, the .WED gTLD is currently in the Emergency Back End Registry Operator ("EBERO") process due to the failure of the RDDS service back on 8 December 2017. We appreciate your patience while we reviewed the requirements to transition .WED out of EBERO and prepared an explanatory list. The attached table, *Table 1: EBERO Exit Requirements and Steps for .WED*, outlines the steps required by Atgron, Inc. to exit EBERO and resume operation of .WED. It identifies each step, the source requirement for that activity, an expected start date and completion date, cost (if applicable), and additional notes. This set of required steps is derived directly from the Registry Agreement ("RA") and Registry Transition Processes ("RTP"), which is incorporated by reference in the RA, and based on the following provisions:

1. From RA Section 2.13 - Demonstrate *"to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure."*
2. From the RTP - Follow steps of the RTP with a Proposed Successor, which includes transition back to the original registry operator.

Based on the events leading to EBERO, ICANN requires .WED to pass Full Technical Evaluation (through the Material Subcontracting Arrangement ("MSA") process), Full Financial Evaluation, and Limited Due Diligence according to Appendix 1 of the RTP. All costs listed in Table 1 represent the fees required by RA Section 2.13 or the RTP:

1. From RA Section 2.13: *"Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator."*
2. From the RTP, the registry operator is responsible for pass-through fees required for evaluations: *"Based on criteria set forth in the Prospective Registry Evaluation Matrix described in Appendix 1, ICANN will determine which evaluations are necessary and collect the information and evaluation fee. The fee will cover the cost of the evaluations that are conducted by external providers. Evaluations performed internally by ICANN will be at no cost for the applicant."*

As a reminder, Atgron, Inc. continues to be responsible for quarterly fixed fees of $6,250. These fees are not included in the estimated costs to exit EBERO since these are standard operating costs. If the RO is not current on its payments, transition out of EBERO will not occur.

In Table 1, we have included dates by which ICANN expects Atgron, Inc. to begin and complete tasks based on typical timelines for each step indicated. If the registry operator fails to successfully complete Full Technical Evaluation (through the MSA process), it will be given the opportunity to propose an alternative service provider and complete the necessary steps. If the registry operator fails to successfully complete the Full Financial Evaluation, it will be given the opportunity to propose a transition of the TLD to an alternative successor.

We will reach out soon to set up a call to discuss the EBERO Exit Requirements and Steps for .WED and any questions you might have.

Sincerely,

[redacted]

[redacted]

Table 1: EBERO Exit Requirements and Steps for .WED

Task	Contractual Requirement	Expected No Later than Start Date	Expected No Later than Completion Date	Cost	Notes
1. Material Subcontracting Arrangement ("MSA") - Technical Panel Evaluation (3-9 weeks)	RA Section 2.13 and Registry Transition Processes ("RTP") RTP Matrix 1 - Full Technical Evaluation	2018-01-12	2018-05-30	$ 12,420	*Status: Payment complete, evaluation in progress.* The registry operator ("RO") will be given at most 2 rounds of clarifying questions ("CQs"). If Atgron, Inc. is unable to pass evaluation after a 2nd round of CQs, evaluation will be deemed unsuccessful. In the event of a failed evaluation, the RO may select a different Registry Services Provider and follow the MSA process.
2. Reinstate Continued Operations Instrument ("COI")	Per Section 2.12 and Specification 8 of the RA	2018-03-15	2018-04-15	$ -	Atgron, Inc. needs to reinstate a COI of at least $18,000 with a bank of its choice. This task needs to be complete in order to start and pass Financial Evaluation.
3. Financial Evaluation (8-15 weeks)	RA Section 2.13 and Registry Transition Processes (RTP) RTP Matrix 1 - Full Financial Evaluation	2018-04-16	2018-07-31	$ 12,420	The RO may request to initiate the review earlier if it is ready to do so. Once notified, ICANN will provide RO with the questions, steps, and timeline for submission through a case in the portal. If the RO does not pass evaluation after a 2nd round of CQs, this indicates a failed evaluation.
4. MSA - Transition Plan Review (1-2 weeks)	RA Section 2.13 and Registry Transition Processes (RTP)	2018-08-07	2018-09-07	$ -	Follows the standard MSA process for Transition Plan Review. ICANN to provide information to transition from [redacted] no later than 4 weeks prior to the deadline.
5. MSA - Technical Testing (Registry Service Provider ("RSP") Change Testing, 4-7 weeks)	RA Section 2.13 and Registry Transition Processes (RTP)	2018-09-08	2018-10-27	$ 4,000	ICANN will provide information regarding scheduling and conducting the testing upon successful completion of the Financial & Technical evaluations. More information about the tests including the specification and requirements to pass, can be found here.
6. MSA - Registry Simulation (First-	RA Section 2.13 and Registry	2018-10-28	2018-11-25	$ -	In this test, the RSP places a simulated TLD in the production environment, which is then monitored for compliance with the relevant DNS/DNSSEC

Task	Contractual Requirement	Expected No Later than Start Date	Expected No Later than Completion Date	Cost	Notes
time RSP Testing, 2 weeks)	Transition Processes (RTP)				specifications and the Service Level Requirements described in Specification 10 of the Base New gTLD Registry Agreement. The RSP is required to perform ZSK and KSK rollovers during the simulation period.
7. MSA - Formal MSA Notice and ICANN Consent (10 days)	RA Section 2.13 and Registry Transition Processes (RTP)	2018-11-28	2018-12-08	$ -	This is the last step to complete the MSA process. This step cannot occur until all other steps associated with MSA are complete.
The below tasks occur once the RO has successfully passed Financial Evaluation and Technical Evaluation (MSA process).					
8. Pay all Data Escrow fees incurred during EBERO	RA Section 2.13 and EBERO Master Services Agreement	2018-12-09	2018-12-16	$ -	Per the RA 2.13 the Registry Operator is required to pay all costs incurred by ICANN resulting from an EBERO event. However, since this payment was not clearly identified in early discussions of the EBERO process, ICANN has agreed to waive the fees associated (~$3,000) with Data Escrow for event.
9. Pass Limited Due Diligence (2 weeks)	RA Section 2.13 and Registry Transition Processes (RTP)	2018-12-09	2018-12-23	$ -	The RO and all affiliates must be in good standing with ICANN from a financial and compliance standpoint.
10. Transition TLD from EBERO to RO	Section 5.4 of the EBERO Master Services Agreement	2018-01-13	2018-01-27	$ -	Per the RA 2.13 the Registry Operator is required to pay all costs incurred by ICANN resulting from an EBERO event, and the Master Services Agreement with the EBERO providers calls for a fee for Transitioning the TLD back to a registry operator off $20,000. However, since this payment was not clearly identified in early discussions of the EBERO process, ICANN has agreed to waive this fee.
				$51,840	**Total estimated cost to exit EBERO**
				$28,840	**Total estimated cost to exit EBERO after removing waived items**

Subject	**Re: [Ext] Re: EBERO Exit Requirements for the .WED gTLD [ref:_00D616tJk._50061IMqEp:ref]**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Date	2018-03-09 05:58

Hi Adrienne,

I just wanted to check in with you to see if you have any questions regarding the EBERO exit requirements or timeline. I know the COI replenishment date is indicated for next week.

I'm at ICANN meeting in Puerto Rico next week, but want to help facilitate getting you on track to resume running . WED. Please let me know

Kind Regards,
[redacted]

On Mar 4, 2018, at 11:19 AM, Adrienne McAdory <amcadory@atgron.wed> wrote:

> Receipt acknowledged. Thank you.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]
>
> On Mar 2, 2018, at 8:04 PM, ICANN Registry Services [redacted] wrote:
>
> > Dear Adrienne,
> >
> > As a follow up to our 24 January 2018 call, please find attached the requirements for .WED to exit EBERO. Once you've had a chance to review the requirements, please let me know if you have any additional questions.
> >
> > Kind Regards,
> >
> > [redacted]
> >
> > ref:_00D616tJk._50061IMqEp:ref
> >
> > <Letter from ICANN to Atgron Inc. - EBERO Exit Requirements 2018.03.02.pdf>

Subject **Re: [Ext] Re: Review of EBERO Exit timeline and fees w/ Atgron**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Date 2018-04-09 08:43

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- Digital Signature (~5 KB)

Hi Adrienne,

If possible we'd like to still have the call, as there is an item you didn't mention below, The Financial Evaluation, which is scheduled for a start date of 16 April and has a fee of $12,420 associated with it. In addition, we'd like to get more insight on timing from you. Since the Compliance process and EBERO process are separate, our Registry team can't speak those outstanding Compliance items. We can only focus on the process of helping you to get .WED out of EBERO.

Please let me know if you are available at the scheduled time still.

Kind Regards

[redacted]
Internet Corporation of Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, April 9, 2018 at 10:29 AM
To: [redacted]
Subject: Re: [Ext] Re: Review of EBERO Exit timeline and fees w/ Atgron

Hello [redacted],

I don't think a call is warranted today. I see that you waived the fees that were not disclosed to me when I first indicated I would need to go into EBERO status on Sept 29, 2017. I expected to pay the MSA fees of $16,500 and the $18000 COI renewal. I understand from [redacted] as long as Atgron goes live on a key ceremony date, there is no Transition Fee for them and since [redacted] did not do a standard transition of DNS functions there is no reason for the $20,000 Transition Fee to be paid to [redacted]. The answer to the only question remaining was provided via the Compliance ticket on Jan 12 and that is regarding our repaying the COI fund which will occur in December 2018 unless we can do it faster.

Since you are on that Compliance ticket string, hopefully you can share that timeline with your Global Division colleagues.

With regard to the Technical questions, we were told we responded to a question about Monitoring in our original application but that is not true. MSA application question 18 corresponds to question 42 in the original application and we had no clarifying questions about question 42. So our request for additional information to address the clarifying question for MSA application question 18 is outstanding. We will submit this information in the portal to make the request official.

Warm Regards,
Adrienne McAdory

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www.get.wed[get.wed]

On Apr 8, 2018, at 3:50 PM, [redacted] wrote:

> Hi Adrienne,
>
> I just wanted to touch base before our meeting on Monday. I've attached the EBERO exit timeline and fees document from [redacted], so you can review before our call and prepare any questions you may have.
>
> We will basically want to chat about the MSA and timing of payments for exiting EBERO and whether we need to adjust some of the dates to allow you to gather funds, based on what's indicated in the attached.
>
> Hope you are having a nice weekend.
>
> Kind Regards,
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation of Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]
> [redacted]
>
> <image001.png>
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>

Date: Wednesday, March 21, 2018 at 3:43 PM
To: [redacted]
Subject: [Ext] Re: Review of EBERO Exit timeline and fees w/ Atgron

Got it. Sounds good.

Warm Regards,
Adrienne McAdory

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On Mar 21, 2018, at 5:04 PM, [redacted] wrote:

> Agenda
>
> Review timeline and fee schedule for exiting .WED from EBERO.
>
> I call you at the [redacted] number on 4/9
>
> <mime-attachment.ics>

<Letter from ICANN to Atgron Inc. - EBERO Exit Requirements 2018.03.02[1].pdf>

<image001.png>

Subject	**[Response Requested] EBERO Exit Requirements for the .WED gTLD**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-06-05 13:23

- Letter from ICANN to Atgron Inc. - EBERO Exit Requirements 2018.03.02.pdf (~113 KB)

Dear Ms. McAdory,

In response to your letter dated 28 April 2018, ICANN organization would like to reiterate the requirements that must be met in order for Atgron to exit EBERO and for Atgron to resume operation of the .WED gTLD. The steps outlined in the 2 March 2018 letter, *Table 1: EBERO Exit Requirements and Steps for .WED*, are not optional or fraudulent, but necessary and required for Atgron to resume operation of the gTLD per the Registry Agreement (RA) and the Registry Transition Processes (RTP).

The RTP was established as a "*comprehensive plan to be followed in the event of financial,technical or business failure of a registry operator" and is the means by which ICANN org handles situations where critical registry functions are negatively affected.*

Appendix 1 of the RTP outlines the level of financial and technical evaluation (minimal, limited or full) that Atgron must complete, without exception, in order to resume operation of the .WED gTLD. If the registry operator is in breach, as Atgron currently is, full technical evaluation and full financial evaluation are required, per the RTP Appendix 1 matrix.

As it states in RTP Appendix 1, full evaluation "represents a review that is similar in scope to the review of applicants in the new gTLD program." The financial evaluation and technical evaluation utilized in the EBERO exit requirements are comparable to those used in the application process, while the fees are comparable to those required to qualify new registry operators for assignment, change of control or change of material subcontractor. Accordingly, Atgron is being held to the same standard for its EBERO exit requirements. As the proposed successor, Atgron must cover the cost of evaluations that are conducted by external providers pursuant to the RTP.

While Atgron is currently in the process of completing its full technical evaluation through the Material Subcontracting Arrangement (MSA) process, Atgron still needs to complete the full financial evaluation and the additional steps described in the 2 March 2018 letter (see attached).

ICANN org would like to schedule a call to review the timeline and next steps with Atgron. Please note however that, if Atgron fails the technical evaluation or fails to participate in any portion of the EBERO exit process, ICANN org may proceed with the termination process.

Please let me know when Atgron is available for a call.

For your convenience, I have attached a copy of the 2 March 2018 letter.

Best regards,
[redacted]

Subject	**EBERO Exit Requirements for the .WED gTLD**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-06-14 07:31

Dear Ms. McAdory,

As previously indicated, Atgron should continue to work separately with [redacted] on curing the breach. The role of the [redacted] is to work with Atgron to complete the steps necessary to successfully exit the Emergency Back-end Operator (EBERO). To that end, the [redacted] would like to discuss the timeline and next steps as soon as possible so that Atgron can move forward with completing the other items necessary to cure the compliance breach.

The EBERO exit requirements were communicated to Atgron in the 2 March 2018 letter from [redacted]. The [redacted] team attempted to set up a call with Atgron to discuss the EBERO exit requirements in March but, at Atgron's request, set the call for 9 April 2018. Atgron cancelled that meeting. The [redacted] team then attempted to reschedule the call, through letters sent to Atgron on 27 April 2018 and 5 June 2018.

In your email of 6 June 2018, you indicate that the [redacted] "is simply attempting to frustrate and intimidate [Atgron] into voluntarily ending [its] contract." Please know that this is not the case; rather, the [redacted] is attempting to provide you with the information necessary for Atgron to be able to meet the requirements to exit EBERO. [redacted] call to Atgron on 5 December 2017 was intended to explain the impact of a breach notice and an EBERO event, including the potential implications of those events if Atgron did not act in good faith to resolve the issues in a timely manner. In addition, [redacted] explained that if Atgron disregarded the compliance requirements or did not engage in good faith to resolve the issues, the .WED contract could be terminated.

As noted in ICANN's 5 June 2018 letter to Atgron, the fees required to exit EBERO are not fraudulent or arbitrary as Atgron suggests, but rather are necessary and required for Atgron to resume operation of the gTLD per the Registry Agreement (RA) and Registry Transition Processes (RTP). Per Section 2.13 of the Registry Agreement, the registry operator is required to pay all costs incurred by ICANN for an EBERO event. Section 5.4 of the EBERO Agreement with the provider stipulates that US$20,000 be paid to transition the TLD from the EBERO back to the registry operator. ICANN organization waived the US$20,000 for Atgron as a good faith gesture. Similarly, ICANN org waived the data escrow fees associated with the EBERO event as well.

ICANN org has made several attempts to communicate with Atgron regarding the EBERO exit requirements. In order for Atgron to exit EBERO, Atgron must be willing to engage with ICANN, must understand the timeline and required next steps, and must successfully complete each of those steps. If Atgron fails to participate in any portion of the EBERO exit process or fails to successfully complete any of the requirements (for instance, the technical or financial evaluation), then ICANN org may proceed with termination of Atgron's Registry Agreement.

As stated before, the [redacted] team would like to discuss the EBERO exit requirements, the timeline, and the next steps with Atgron as soon as possible. Please let me know when Atgron is available for a call.

Best regards,

[redacted]
ICANN.

Subject	**EBERO Exit Requirements for the .WED gTLD**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-06-22 12:52

- Letter from ICANN to Atgron Inc. - EBERO Exit Requirements 2018.03.02[1].pdf (~113 KB)

Dear Ms. McAdory,

Thank you for your response. We respectfully disagree with Atgron's characterization of ICANN org's communications with Atgron. ICANN org in general and the [redacted] team, in particular, have tried to assist Atgron at every stage of the process.

On the 29 September 2017 call, ICANN org discussed Atgron's current status regarding quarterly fee payments due to ICANN as well as Atgron's funding issues that could result in [redacted] discontinuing its registry services to the .WED gTLD on 30 November 2017. ICANN org also walked Atgron through the timeline, deliverables, and fees associated with completing a Material Subcontracting Arrangement (MSA) assignment so Atgron could provide its own back-end registry services. Atgron had several questions about timing requirements for exiting Emergency Back-end Registry Operator (EBERO), the process to get the .WED gTLD back up and running, and costs associated with that process. Atgron also asked if there was a timeframe beyond which ICANN would sell and assign the .WED gTLD to another entity. In response, ICANN org indicated that additional details for exiting EBERO would be provided to Atgron after ICANN org conducted further internal discussions. ICANN org also stressed, at that time, that the transition in and out of EBERO was a complicated and potentially lengthy process. ICANN org also provided Atgron with resources in order to pursue other registry service provider (RSP) options and provided several links to details on the EBERO process and Registry Transition Processes (RTP). Though ICANN org might not have gone into every detail of every obligation required for exiting EBERO on the call, that in no way constitutes a waiver of obligations incumbent upon the registry operator as required by Section 2.13 of the Registry Agreement (RA) and the Registry Transition Processes. Such consultation calls are not exhaustive or meant to provide legal advice.

Further, on 9 October 2017, Atgron confirmed to ICANN org that [redacted] offered a payment plan option for .WED that Atgron would accept. When Atgron then indicated on 24 November 2017 that EBERO would still be needed and [redacted] was still planning to terminate services on 30 November, ICANN org began preparing for the emergency ahead and utilization of the EBERO program to minimize negative consequences to the registrants of the .WED gTLD who may be harmed by the failure of one or more of the five critical registry functions as described in the Registry Agreement.

The .WED gTLD reached 100% of the emergency threshold on 7 December 2017 at 16:04 UTC per the requirements set forth in Specification 10 of the Registry Agreement. In accordance with Section 2.13 of the .WED Registry Agreement, ICANN designated an interim Emergency Back-end Registry Operator (EBERO) to operate the .WED gTLD and provide stability to registrants and end users.

After the successful transition into EBERO to stabilize the operations of the gTLD, ICANN org resumed discussions with Atgron to better understand the situation that led to the emergency and to discuss returning the operations of the .WED gTLD to Atgron in accordance with the Registry Transition Process, which mandates that Atgron successfully complete certain requirements and evaluations to ensure that there will be no recurrence of the failure. Through these discussions,

ICANN org agreed to waive the $20,000 EBERO provider fee and the data escrow fees associated with exiting EBERO as a goodwill gesture. ICANN org will not waive evaluations nor the associated evaluation fees. Per Appendix 1 of the Registry Transition Processes (RTP), full financial and full technical evaluations are required for Atgron to resume operation of the .WED gTLD. These evaluations ensure the proposed registry operator has the capability and resources needed to provide stable operation of the gTLD for the benefit of registrants and users. Per Section 2.13 of the Registry Agreement, the registry operator is required to pay all costs incurred by ICANN for an EBERO event, including evaluation fees.

As noted in the EBERO exit requirements communicated to Atgron in the 2 March 2018 letter from [redacted]), per Section 2.13 of the Registry Agreement (RA) and the Registry Transition Processes, Atgron must follow the required steps and timeline outlined in *Table 1: EBERO Exit Requirement and Step for .WED.* in order to resume operation of the .WED gTLD. I've attached the 2 March 2018 letter again for your reference.

As stated before, the [redacted] team would like to conduct a consultation call with Atgron in order to discuss the EBERO exit requirements and assist Atgron in successfully meeting those requirements. Please let us know if you are willing to participate in a consultation call and please let us know if we can assist with anything further.

Best regards,

[redacted]
ICANN.

Subject	**EBERO Exit Requirements for the .WED gTLD**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-08-08 10:36

- Letter from ICANN to Atgron Inc. - EBERO Exit Requirements 2018.03.02.pdf (~113 KB)

8 August 2018

Dear Ms. McAdory,

This letter is in response to your 24 June 2018 correspondence and sets forth the required next steps for Atgron to exit the Emergency Back-end Registry Operator (EBERO) process, now that Atgron has successfully passed the technical evaluation as required by Appendix 1 of the Registry Transition Processes. Per the 2 March 2018 letter, *Table 1: EBERO Exit Requirements and Steps for .WED*, Atgron must complete the following financial steps:

? Reinstate the Continued Operations Instrument (COI); and
? Complete full financial evaluation (ICANN will open a case to initiate financial evaluation within the next few days).

Once the above requirements are completed, Atgron may then continue to the remaining steps as outlined in *Table 1: EBERO Exit Requirements and Steps for .WED*, which includes providing the Material Subcontracting Arrangement (MSA) transition plan for review.

To be clear, successful transition of the .WED TLD back to Atgron is contingent upon Atgron passing the financial evaluation component as prescribed in the 2 March 2018 letter. As explained in multiple emails, the financial evaluation is a necessary component to requalify Atgron as the registry operator. Atgron must successfully complete this evaluation to resume operation of the .WED TLD. If the fee for the financial evaluation (US$12,420.00) is the only barrier to Atgron's participation in the financial evaluation, we should discuss possible alternatives by call or email.

Your 24 June 2018 correspondence again mentions Atgron feeling pressured to terminate its Registry Agreement and mentions "revenues" as a potential result of the transition of the TLD. Please understand that ICANN organization's goal is to help Atgron resume operation of the .WED TLD. We have made and continue to make attempts to do so. We remain optimistic that Atgron can be requalified as the registry operator for the .WED TLD and we are in no way attempting to frustrate Atgron into voluntarily terminating the .WED TLD. Furthermore, if Atgron is, for some reason, unable to be requalified to resume operation of the .WED TLD and ICANN is forced to find a successor through the Registry Transition Processes (RTP), it is Atgron and not ICANN org that would receive any excess funds. The RTP, incorporated into the Registry Agreement, clearly prescribes that any funds collected, minus evaluation costs and outstanding fees, would go to Atgron and not to ICANN. See RTP process 2, Registry Transition Process with RFP: *"if there is a qualified successor registry identified through this process, any funds collected from this applicant less evaluation costs and outstanding fees due will go to the registry operator disposing of the gTLD."*

In addition, as previously stated, the intent of ICANN's 29 September 2017 call with Atgron was to provide high-level context, not to detail all steps involved in an EBERO event. Efforts to outline a process were halted following Atgron's 9 October 2018 email when Atgron explained that it had reached a payment plan agreement with [redacted]. It was only after Atgron's 24 November 2018 email stating that EBERO would be needed because the [redacted] payment plan agreement fell through, that ICANN org understood the EBERO event would be imminent. Any communications between [redacted] and ICANN org after 24 November 2018 regarding this matter involved technical discussions required to ensure a smooth transition to [redacted] and mitigate any risks to .WED registrants.

In general, ICANN org expects and requires that registry operators be responsible for understanding the Registry Agreement, including any documents incorporated by reference therein. As previously stated, Section 2.13 of the Registry Agreement (RA) requires that the registry operator pay all costs incurred by ICANN org for an EBERO event.

Now that Atgron has successfully passed the technical evaluation and we have provided details on the next steps required both above and in the 2 March 2018 letter (attached for your reference), the Registry Services and Engagement team continues to urge Atgron to schedule a call to discuss these next steps so ICANN org can help Atgron navigate the requirements to exit EBERO and resume operation of the .WED TLD. If you prefer to communicate by email, please let us know.

If Atgron is unwilling to engage in the financial evaluation to complete the EBERO exit process as defined in the 2 March 2018 letter, ICANN org may proceed with the termination process.

Please let us know by 17 August 2018 if Atgron intends to work toward completion of the next steps required in order to exit the EBERO process, as outlined above and in the 2 March 2018 letter.

Best regards,

[redacted]
ICANN

Subject	**.WED Next Step for Exiting EBERO**
From	ICANN Registry Services [redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-12-11 10:46

Dear Ms. McAdory,

In an effort to move forward with the next steps required to exit the Emergency Back-end Operator (EBERO), Atgron may proceed with the Material Subcontracting Arrangement (MSA) process as identified in Table 1 from ICANN's previous communication on 2 March 2018. The ICANN GDD Operations team will reach out to you to initiate the next step: Submission of the Transition Plan for Review. Once the Transition Plan is approved, you will be able to move on to Technical Testing (Registry Service Provider (RSP) Change Testing). As a reminder, the technical testing cost with ICANN's third-party provider is $4,000 per test. Once Atgron successfully passes technical testing, the remaining steps outlined in Table 1 from ICANN's 2 March 2018 communication must be completed.

Please remember that Atgron must also pay ICANN fees on time, per Section 6.1(b) of the Registry Agreement, and adhere to all other obligations required by the Registry Agreement. Failure to do so may result in delays in the MSA process and ultimately affect Atgron's ability to resume operation of the .WED TLD.

Please let me know if you have any questions.

Best regards,

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)

Subject	**Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Cc	[redacted]
Date	2019-02-01 07:35

- Digital Signature (~5 KB)

Hi Adrienne,

I will touch base with [redacted], as I don't have access to the information you are requesting.

Kind regards,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, February 1, 2019 at 6:30 AM
To: [redacted]
Cc: [redacted]
Subject: Fwd: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring][TLD_emergency_threshold_alert] [ID_LZkHioUDhD]

Hello [redacted],

I need a copy of the plan [redacted] refers to in this message below. Since we have a contract with ICANN and [redacted] does not, we should have been privy to the information [redacted] references but we were not. Can you please provide the approved plan that [redacted] references at your earliest convenience?

I am cc'ing [redacted] because he was involved in this matter from a technical standpoint as it occurred and can most likely point you in the right direction.

Thank you both for your time and assistance in this matter and have a great weekend.

Warm Regards,
Adrienne McAdory

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Begin forwarded message:

From: [redacted]
Date: December 7, 2017 at 10:17:38 AM EST
To: Adrienne <amcadory@atgron.wed>
Cc: [redacted]
Subject: Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring][TLD_emergency_threshold_alert] [ID_LZkHioUDhD]

Hi Adrienne,

The process of changing back-end registry operators is managed by ICANN in accordance with their policies and procedures.

There is a plan which has been agreed between EBERO provider [redacted] and [redacted] and approved by ICANN, it ensures continuity of resolution and stability for registrants of .wed TLD.

Since there is no technical failure of [redacted], a trigger event was required to start the transition to EBERO.

Blocking RDDS (WHOIS) is the safest event to trigger the transition process. It has no impact on DNS or DNSEC, all .wed domains continue to resolve even after a RDDS threshold is reached.

The transition event timing was discussed and it commenced at the agreed time, Wednesday December 6th at 16:00 UTC.

Zone files and Escrow data were provided to [redacted] after RDDS services were blocked on Wednesday .

The decision on whether to transition to [redacted] or [redacted], or [redacted] then to [redacted] and the procedures to be followed are controlled by ICANN.

[redacted]

On Thu, Dec 7, 2017 at 4:36 AM, Adrienne <amcadory@atgron.wed> wrote:

> Hello [redacted] and [redacted],
>
> We have managed to find another Registry Service Provider, [redacted], who is ready to take over immediately. [redacted] only need the current WhoIs data which should be small enough to email I would think and the IP address change for whois.nic.wed. [redacted]

[redacted] will respond with the IP address shortly.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
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On 2017-12-06 17:36, [redacted] wrote:

> Hi [redacted],
>
> Thank you for your notification. Please, be aware that automatic emails and phone calls to the emergency contacts will still be made upon reaching each of the remaining emergency threshold alerts.
>
> Regards,
>
> [redacted]
> ICANN
>
> FROM: [redacted]
> DATE: Wednesday, December 6, 2017 at 6:43 PM
> TO: [redacted] "amcadory@atgron.wed" <amcadory@atgron.wed>, [redacted]
> SUBJECT: [Ext] Re: [tld-monitor]
>
> [ICANN_SLA_monitoring][TLD_emergency_threshold_alert][ID_LZkHioUDhD]
>
> Hi [redacted]
>
> Thank you, [redacted] is aware of the issue, RDDS services have been disabled as a trigger for the controlled transition to an EBERO provider.
>
> The TLD manager (Atgron) has been in contact with ICANN regarding a controlled transition, so far as we are aware Atgron desires to transition to an EBERO. .
>
> Kind Regards,
>
> [redacted]
>
> On Wed, Dec 6, 2017 at 6:06 PM, [redacted] > wrote:

Subject	**Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Cc	[redacted]
Date	2019-02-12 09:07

- Digital Signature (~5 KB)

Hi Adrienne,

Let me see if I can help clarify a couple of things. For all Material Subcontracting Arrangement (MSA) requests, the registry operator works with the new Registry Service Provider (RSP) to provide the Transition Plan outlined in Appendix B of the How To Guide for MSA. In most cases, the registry operator is not familiar enough with the technical aspects of such a change to draft the Transition Plan themselves and therefore the new backend service provider (RSP) typically provides that information so the registry operator can submit it to ICANN. The new RSP may also have to ask a few questions of the losing RSP to coordinate timing of the transition and ensure that all 5 critical functions are maintained during the transition with the least impact to registrants.
In your case, Atgron is both the registry operator and the new RSP, so it is incumbent upon Atgron as the new RSP to draft the Transition Plan for submission to ICANN. As the new RSP, if Atgron has questions for [redacted] that will help Atgron ensure the transition is a smooth one, Atgron just needs to provide those questions via the MSA case and ICANN can get those answers from [redacted] to you. [redacted] has no responsibility in the Transition Plan process or submission.

As an additional example, if [redacted] were still your RSP and you wanted to switch to a brand new RSP not currently approved via the MSA process, the requirements would be the same. The new RSP would need to provide the Transition Plan. Or if you were switching to a different existing RSP (e.g. [redacted], the new RSP would still have to provide the registry operator with the Transition Plan to submit to ICANN. [redacted] has no responsibility in the Transition Plan in this example.

I hope that helps.

Kind regards,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, February 8, 2019 at 3:01 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring][TLD_emergency_threshold_alert] [ID_LZkHioUDhD]

Hello [redacted],

Since everyone was aware of Atgron's issues with [redacted], it would be hard to believe that [redacted] would provide this information to me unless it were requested as a part of a legal/arbitration situation but if it is ICANN's position that no plan or communications between [redacted] and ICANN exist from December 2017 and that [redacted] was incorrect, we will have to take your statements as provided.

With regard to the information from [redacted] in the portal, he categorically denied that any information for the Transition Plan was required from [redacted] and ALL information for the Transition Plan could and must come from Atgron which we have been assured is not possible.

Warm Regards,
Adrienne McAdory

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On Feb 6, 2019, at 7:27 PM, [redacted] wrote:

> Hi Adrienne,
>
> I will double check with [redacted] again, but it is my understanding there is no additional information from ICANN beyond what is indicated in the Exhibit B. Have you checked with [redacted] directly? Also, I believe [redacted] indicated in your case for the MSA that if you provide ICANN with the specific information you require from [redacted], ICANN can facilitate the process of getting that information for you. You can provide details on the required information directly in the case.
>
> Kind regards,
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]
> [redacted]
> [redacted]
> www.icann.org

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, February 6, 2019 at 4:19 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]

Hello [redacted]

[redacted] message is pretty specific. The Appendix might have been the initial information provided to [redacted] but [redacted] and [redacted] communicated a final "plan" that ICANN approved. We need this plan which should have been provided to us as the Registry Operator because ICANN is now asking us to produce the same type of Transition Plan but has informed us that no POC or information from [redacted] will be provided because according to ICANN we do not need any information from [redacted].

The consultant we have conferred with has informed us this is not the case and a Transition Plan will be impossible without data from [redacted] which we can possibly obtain by reverse engineering the plan that [redacted] and [redacted] used with ICANN's approval as [redacted] states in his message. Can you please provide the specific information [redacted] provided and ICANN approved for the transition of the .wed backend Registry functions from [redacted] to [redacted] because these details are not in the Appendix you referenced. Thank you for your assistance in this matter.

Warm Regards,
Adrienne McAdory

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On Feb 5, 2019, at 8:47 PM, [redacted] wrote:

> Hi Adrienne,
>
> This is the EBERO Provider Agreement and Exhibit B outlines the EBERO Event Transition Process, which is what [redacted] is referencing below.
>
> Kind regards,
> [redacted]
>
> [redacted]

Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, February 5, 2019 at 5:31 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]

Hello [redacted]

Is this ICANN's contract with [redacted]?

Warm Regards,
Adrienne McAdory

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On Feb 5, 2019, at 6:02 PM, [redacted] wrote:

> Hi Adrienne,
>
> You can find the [redacted] details in Exhibit B here: https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf
>
> Kind regards,
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]

www.icann.org

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Saturday, February 2, 2019 at 8:38 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]

Thank you [redacted] and [redacted] This is time sensitive so please let me know when an update is possible.

Warm Regards,
Adrienne McAdory

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On Feb 1, 2019, at 12:35 PM, [redacted] wrote:

> Hi Adrienne,
>
> I will touch base with Francisco, as I don't have access to the information you are requesting.
>
> Kind regards,
>
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org

Subject	**Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]**
From	[redacted]
To	Adrienne <amcadory@atgron.wed>
Cc	[redacted]
Date	2019-02-14 07:30

- Digital Signature (~5 KB)

Hi Adrienne,

Below is the link to your Application information. Starting at question #23 there is information on the Registry Services for .WED.
https://gtldresult.icann.org/applicationstatus/applicationdetails/1076

Kind regards,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 2/13/19, 5:35 AM, "Adrienne" <amcadory@atgron.wed> wrote:

> Thank you [redacted]. The note helps clarify the process but it does not help us create the Transition Plan. If we had been privy to all of the information regarding the Transition of service from [redacted] to [redacted], we would know exactly what a Transition Plan should contain but since we were excluded from those communications, we do not have the information that an existing backend operator would have to produce a Transition Plan, hence our need for the communications/plan that [redacted] and [redacted] produced with ICANN's oversight and approval in December 2017. Can you or whomever within ICANN that approved the previous .wed Transition Plan please provide that information so that we can produce the required plan? Thank you.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed
>
> On 2019-02-12 09:07, [redacted] wrote:
> > Hi Adrienne,
> >
> > Let me see if I can help clarify a couple of things. For all Material
> > Subcontracting Arrangement (MSA) requests, the registry operator works
> > with the new Registry Service Provider (RSP) to provide the Transition
> > Plan outlined in Appendix B of the How To Guide [3] for MSA. In most
> > cases, the registry operator is not familiar enough with the technical
> > aspects of such a change to draft the Transition Plan themselves and
> > therefore the new backend service provider (RSP) typically provides

Subject **Re: [Ext] Screenshot of Msg When Trying to Open SSH File**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-11-19 08:12

- Digital Signature (~5 KB)

Hi Adrienne,

I saw you made this same request in NSp, so your question should be answered there. I'm not a technical person, however, from your screen shot, I think you need to download the file as opposed to trying to open it in NSp. Also typically the preferred browser for NSp is Google Chrome and I see you are using Firefox.

I don't believe the file is meant to be opened in Microsoft Publisher, which is why I suggested you check with your technical advisors who should be able to open this file on their system (e.g Linux or other they may use) and implement on your SFTP server. As I mentioned yesterday, you can request access for your technical person/people in NSp so they can see the data/information.

I hope that helps.

Thanks
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 11/19/19, 9:28 AM, "Atgron" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> I am sending a screenshot of the issue we are encountering when attempting to access the file ICANN provided to us. Not sure where the disconnect is but hoping you can tell us how to get this file ASAP. We are testing our Transition Plan with other providers and don't want to stop and start.
> Thank you for your time and attention to this matter.
>
> Sincerely,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Tel: [redacted]
> amcadory@atgron.wed
> www.get.wed

Subject **Re: [Ext] Case 00880918**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-12-05 12:47

- Digital Signature (~5 KB)

Hi Adrienne,

I just pinged the internal team to see where we are in our process. I'll let you know when I hear back. You may also get a response in the case.

Thanks
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 12/5/19, 2:41 PM, "Atgron" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> We received messages back to back on Nov 20 and 21 asking if we had made any progress with the pub file. We asked if ICANN could see our connection on Monday but have had no response. We would really like to move forward. Can you possibly assist? Thank you.
>
> Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Tel: [redacted]
> amcadory@atgron.wed
> www.get.wed

Subject **Re: [Ext] Case 00880918**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-12-09 12:39

- Digital Signature (~5 KB)

You're welcome.

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 12/9/19, 8:52 AM, "Atgron" <amcadory@atgron.wed> wrote:

> Good morning [redacted],
>
> Just wanted to confirm we received the information we needed. Thank you for your assistance.
>
> Sincerely,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Tel: [redacted]
> amcadory@atgron.wed
> www.get.wed
>
> > On Dec 5, 2019, at 5:47 PM, [redacted] wrote:
> >
> > Hi Adrienne,
> >
> > I just pinged the internal team to see where we are in our process. I'll let you know when I hear back. You may also get a response in the case.
> >
> > Thanks
> > [redacted]
> >
> > [redacted]r
> > Internet Corporation for Assigned Names and Numbers (ICANN)
> > [redacted]
> > www.icann.org
> >
> >
> >
> > On 12/5/19, 2:41 PM, "Atgron" <amcadory@atgron.wed> wrote:
> >
> > Hello [redacted],
> >
> > We received messages back to back on Nov 20 and 21 asking if we had made any progress with the pub file. We asked if ICANN could see our connection on Monday but have had no response. We would really like to move forward. Can you possibly assist? Thank you.

Subject **Re: [Ext] Case 00880918**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-12-11 05:19

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for letting me know. I believe [redacted] has passed on the information you provided to the appropriate team and will let you know if there is anything additional required to facilitate the data transfer.

Cheers,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 12/10/19, 7:52 AM, "Atgron" <amcadory@atgron.wed> wrote:

Hello [redacted],

We just submitted our response. Hoping to find out if there are any next steps required ASAP. Thank you.

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed

> On Dec 9, 2019, at 5:39 PM, [redacted] wrote:
>
> You're welcome.
>
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org
>
>
>
> On 12/9/19, 8:52 AM, "Atgron" <amcadory@atgron.wed> wrote:
>
> Good morning [redacted],
>
> Just wanted to confirm we received the information we needed. Thank you for your

Subject	**Re: [Ext] Case 00880918**
From	[redacted]
To	Atgron <amcadory@atgron.wed>
Date	2019-12-13 12:19

- Digital Signature (~5 KB)

Hi Adrienne,

You should be receiving a response from the case as soon as ICANN has the data prepared for transfer. Unfortunately, I'm not sure how long that will take, but they are working on it. Likely you won't hear back until early next week.

Kind regards,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 12/12/19, 8:35 AM, "Atgron" <amcadory@atgron.wed> wrote:

Hello [redacted],

We still don't know if we provided the correct response regarding the message ICANN sent to us. Hoping to obtain that answer at a minimum today if possible. Thank you.

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed

> On Dec 11, 2019, at 10:19 AM, [redacted] wrote:
>
> Hi Adrienne,
>
> Thanks for letting me know. I believe [redacted] has passed on the information you provided to the appropriate team and will let you know if there is anything additional required to facilitate the data transfer.
>
> Cheers,
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org
>

Subject **Re: [Ext] Case 00880918**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-12-17 09:03

- Digital Signature (~5 KB)

Hi Adrienne,

It's my understanding that ICANN will provide a sample XML data escrow file using the Secure File Transfer Protocol (SFTP) today. If you have additional questions on the process, please add those to the case. I hope that helps.

Thanks
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 12/17/19, 10:56 AM, "Atgron" <amcadory@atgron.wed> wrote:

Hello [redacted],

We are attempting to get the Transition Plan done and I don't know why the data wasn't already prepared given that was the goal of the exercise. Why prepare for a system connection if the data wasn't ready? Is there anyway to escalate this matter so another holiday doesn't pass with us waiting?

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed

> On Dec 13, 2019, at 5:19 PM, [redacted] wrote:
>
> Hi Adrienne,
>
> You should be receiving a response from the case as soon as ICANN has the data prepared for transfer. Unfortunately, I'm not sure how long that will take, but they are working on it. Likely you won't hear back until early next week.
>
> Kind regards,
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]

18 February 2020

Via Email
RE: Emergency Transition Exit Requirements and Deadline for the .WED gTLD

Dear Adrienne McAdory,

As you know, Atgron, Inc. (Atgron) entered into EBERO in December 2017. To exit EBERO, several tasks must be completed to demonstrate to ICANN org's reasonable satisfaction that Atgron can resume operation of the registry for the .WED top-level domain (TLD) without reoccurrence of failure to sustain any of the critical registry functions. The tasks Atgron must complete to transition out of EBERO are required by Section 2.13 of the RA and each task is explained further by the Emergency Back-End Registry Operator (EBERO) Temporary Transition Process per the Registry Transition Processes. To further assist Atgron in satisfying the various outstanding requirements to exit EBERO, ICANN org is providing you with an updated, detailed list of the remaining tasks and a deadline by which to respond and complete those tasks. While ICANN org will respond to any questions you may have, it is ultimately Atgron's responsibility to complete each task by the deadline provided below.

The attached table, *Table 1: Emergency Transition Exit Requirements and Tasks for .WED*, originally sent in March 2018 (formerly referred to as *Table 1: EBERO Exit Requirements and Tasks for .WED*), has been updated to reflect that Atgron has successfully completed the technical panel evaluation and to provide additional status details on the remaining tasks.

Given that more than two years has passed since Atgron entered into EBERO, ICANN org has set forth a deadline by which the remaining tasks must be completed. ICANN org expects Atgron to complete tasks 1 through 3 in Table 1, including allowance for ICANN org's established review process (also in Table 1), **by no later than 30 June 2020**. If tasks 1 through 3 are not completed by this date, ICANN org will pursue termination of the .WED RA for failure to cure a fundamental and material breach of the RA, as described in the 7 December 2017 breach notice issued against Atgron.[1] Atgron continues to have the option of terminating the RA or assigning the RA to an alternative successor registry by 30 June 2020.

In addition to the list of required tasks detailed in Table 1, below is further explanation regarding certain tasks:

- **Transition Plan and Technical Testing:** As noted in Table 1, Atgron has successfully completed the technical panel evaluation (task 1(a)). The next tasks require Atgron to submit its transition plan (task 1(b)) to ICANN org for approval and to begin technical testing (task 1(c)). While ICANN org typically requires the transition plan to be approved prior to initiating technical testing, we are willing to permit Atgron to pursue these tasks concurrently, such that technical testing may be initiated in parallel with Atgron's continued work on the transition plan. Please note, however, that any retests that may be required where the transition plan is not in alignment with results of the technical testing will be at Atgron's cost. Any retests will also need to be factored into the overall timeline so that the 30 June 2020 deadline can be achieved.

[1] ICANN org reserves the right to terminate the RA to the extent it prevails in the pending arbitration related to Atgron's failure to pay Registry-Level Fees due under the Registry Agreement.

Upon this letter being sent, ICANN org will open a new case in the Naming Services portal to provide Atgron with necessary information for it to prepare for and schedule technical testing. Please see the notes in Table 1, task 1(c) for additional details. All services listed in Exhibit A of the .WED RA that must be offered will be tested and must pass the testing (for example, Searchable Whois).

- **Financial Evaluation and COI:** As set forth in Section 2.13 of the RA, Atgron must undergo a financial evaluation to exit EBERO. To meet the 30 June 2020 deadline, Atgron must initiate the financial evaluation immediately and be prepared to respond to any Clarifying Questions that may be issued by the panel within 2 weeks of receipt. Please see the notes in Table 1, task 2 for additional details, including Atgron's obligation to pay the financial evaluation fee.[2]

  In an effort to offer Atgron another alternative to show it is financially viable and capable of operating as a registry, ICANN org is willing to permit Atgron to forego the financial evaluation entirely, provided that Atgron funds a new COI for .WED. The new COI must provide funding for three years of operations based on the number of domains under management. For additional details, please see the Continued Operations Instrument FAQs here. If Atgron chooses this alternative in lieu of completing the requisite financial evaluation, Atgron must notify ICANN org of its intent to do so immediately (keeping in mind the immediate need to initiate the financial evaluation otherwise). Atgron would then need to work with ICANN org as well as an appropriate financial firm to make arrangements to replenish the COI in lieu of financial evaluation and provide a compliant COI by the 30 June 2020 deadline.

As a reminder, Atgron remains in breach of its payment obligations under the RA. Currently, Atgron owes $31,250 in overdue and unpaid Registry-Level Fees (excluding late fees) and continues to accrue additional Registry-Level Fees in the amount of $6,250.00 each quarter. The Registry-Level Fees are not included in the Table's list of pass through costs for the EBERO Temporary Transition Process since they are unrelated to that process and are separately owed to ICANN under Article 6 of the RA. In addition to successful completion of all tasks required in Table 1, any past due fees for .WED must be received by ICANN before the 7 December 2017 breach notice can be cured.

If you have additional questions, please contact your [redacted], [redacted].

Best regards,

[redacted]

[redacted]

ICANN

[2] Per Section 1 of Specification 8 of the .WED RA, Atgron's COI obligation ended on 1 October 2019; therefore, there is no longer a requirement for Atgron to fund the COI as part of financial evaluation (task 2).

Table 1: Emergency Transition Exit Requirements and Tasks for .WED

Task	Contractual Requirement	Status	Pass Through Cost	Notes
The Registry Operator may conduct task 2 ***in parallel*** *to the Technical Evaluation (MSA process) tasks 1(a) through 1(e)*				
1(a) Material Subcontracting Arrangement (MSA) - Technical Panel Evaluation *3-9 weeks*	RA Section 2.13 and Registry Transition Processes (RTP) RTP Matrix 1 - Full Technical Evaluation	**Completed: Passed 8 August 2018**	$ 12,420.00	Completed
1(b) MSA - Transition Plan Review (once submitted to ICANN) *1-2 weeks*	RA Section 2.13 and RTP	*Pending action by Atgron to submit the Transition Plan for review by ICANN*	$ -	Follows the standard MSA process for Transition Plan Review. ICANN provided information via the MSA How to Guide for Atgron to draft the Transition Plan. ICANN org to provide necessary transition details from [redacted] once Atgron submits the draft. Atgron, as the proposed Registry Service Provider, is responsible for developing the transition plan.
1(c) MSA - Technical Testing (Registry Service Provider (RSP) Change Testing) *5-7 weeks, which includes:* - *~2 weeks to schedule,* - *~2 weeks for testing,* - *~1 week for test results, and* - *~1-2 weeks for additional testing and results, if required by the test vendor*	RA Section 2.13 and RTP	*Pending action by Atgron to provide requested details and complete Technical Testing, including payment of testing fee* ***Start immediately; conduct in parallel to 1(b)***	$ 4,000.00 (for one round of Technical Testing; each additional technical test needed costs $4,000)	ICANN to provide Atgron with information regarding scheduling and conducting the testing. Atgron must then respond with requested contact information for testing (RST contact) and scheduling information. ICANN's third-party vendor will work directly with Atgron to coordinate and conduct testing. More information about the tests and process will be provided in the case and can be found here. **Scheduling:** Please note, the test provider is typically able to schedule testing within 2 weeks of the requested test start date. All scheduled tests commence on a Monday, but need to be requested by Tuesday of the prior week. The RST contact will be responsible for providing the required data to the RST System no later than 11.59 UTC on the Friday before the scheduled test date. We suggest that you review all materials found here prior to scheduling testing. **Retesting:** For Atgron's planning purposes, note that in ICANN's experience, many ROs fail testing initially and therefore attempt multiple tests. Atgron may attempt multiple tests so long as Atgron completes tasks 1-3 by

				30 June 2020. Each test costs $4,000.00 and must be paid by Atgron regardless of the test result.
1(d) MSA - Registry Simulation (First-time RSP Testing) *2 weeks*	RA Section 2.13 and Registry Transition Processes	*Pending action by Atgron to begin Registry Simulation after 1(a, b & c) are complete*	$ -	Upon successful completion of tasks 1(a) - 1(c), ICANN org will initiate and coordinate the simulation with the RO. In this test, the proposed RSP places a simulated TLD in the production environment, which is then monitored by ICANN for compliance with the relevant DNS/DNSSEC specifications and the Service Level Requirements described in Specification 10 of the Base New gTLD Registry Agreement. The proposed RSP is required to perform ZSK and KSK rollovers during the simulation period.
1(e) MSA - Formal MSA Notice and ICANN Consent *10 days*	RA Section 2.13 and Registry Transition Processes	*Pending action by Atgron to submit formal cover letter to obtain ICANN's consent after 1(a, b, c & d) are complete*	$ -	Upon successful completion of tasks 1(a) - 1(d), Atgron must submit a cover letter with proposed RSP information and estimated transition timing to formalize the MSA request. Upon receipt, ICANN will review and provide its decision of the MSA request. This is the last task to complete the MSA process and cannot occur until all other tasks associated with MSA are complete, including payment of all MSA pass through costs.
2. Financial Evaluation *4-15 weeks depending on number of CQ rounds*	RA Section 2.13 and Registry Transition Processes RTP Matrix 1 - Full Financial Evaluation (modified to remove COI obligation)	*Pending action by Atgron to initiate and complete Financial Evaluation, including payment of evaluation fee* ***Start immediately unless the alternative option is chosen.*** *If alternative option is chosen, Atgron must notify ICANN immediately and provide COI to progress to task 3*	$ 13,050.00	Upon receiving notice from Atgron that the RO is ready to initiate financial evaluation, ICANN will provide the RO with the questions, steps, and timeline for submission through the Naming Services portal and will coordinate the evaluation by ICANN's third-party vendor. Per Specification 8 of the RA, Atgron is no longer required to maintain the Continued Operations Instrument (COI). Therefore, there is no longer a requirement to fund the COI as part of financial evaluation and scoring has been updated accordingly. The RO will be given at most 2 rounds of clarifying questions (CQs), but only so long as there is sufficient time to complete tasks 1-3 by 30 June 2020. If Atgron is unable to pass evaluation after a 2nd round of CQs, evaluation will be deemed unsuccessful. Note: Cost of financial evaluation is $13,050.00 and must be paid by Atgron regardless of the test result. This cost increased from $12,420.00 as of the last renewal with the vendor for this service. Atgron will be invoiced for the pass through cost once the evaluation is scheduled with ICANN's third party vendor. Note: In the alternative, Atgron may forego the financial evaluation entirely, provided that Atgron funds a new

				COI for .WED by 30 June 2020 (as explained in detail in the above letter).
3. Pass Limited Due Diligence *2 weeks*	RA Section 2.13 and Registry Transition Processes	*Pending action by Atgron to provide documentation necessary to complete due diligence after completing tasks 1 and 2*	$ -	The RO and all affiliates must be in good standing with ICANN from a financial and compliance standpoint. ICANN will inform Atgron of required documentation for this task after successful completion of tasks 1 and 2.
4. Pay all Data Escrow fees incurred during EBERO	RA Section 2.13 and EBERO Master Services Agreement	*Requirement waived by ICANN*	*ICANN has waived the (~$3,000) fees associated with the cost of Data Escrow for this EBERO event.*	Per the RA 2.13 the RO is required to pay all costs incurred by ICANN resulting from an EBERO event. This requirement and cost have been waived by ICANN.
5. Transition TLD from EBERO to RO	RA Section 2.13 and Section 5.4 of the EBERO Master Services Agreement	*Pending action by Atgron to transition .WED from EBERO provider* ***Dependent upon Atgron successfully completing tasks 1-3 by 30 June 2020***	*ICANN has waived the ($20,000.00) fee for Atgron; however, in the event the .WED RA is terminated or assigned, the successor RO may be responsible for this cost.*	Per the RA 2.13 the RO is required to pay all costs incurred by ICANN resulting from an EBERO event. The Master Services Agreement with the EBERO provider calls for a $20,000.00 fee for Transitioning the TLD back to a registry operator. The transition portion of the requirement remains in place. However, if Atgron successfully completes tasks 1-3 by 30 June 2020 and is able to exit the EBERO temporary transition period, ICANN will waive the associated pass through cost for Atgron.
			$51,840.00	**Total cost to exit EBERO before removing waived items** (with Financial Evaluation and one round of Technical Testing; if more than one round of Technical Testing is needed, total cost will increase by $4,000 per additional technical test)
			$28,840.00	**Total cost to exit EBERO after removing waived items** (with Financial Evaluation and one round of Technical Testing; if more than one round of Technical Testing is needed, total cost will increase by $4,000 per additional technical test)

Subject **Re: [Ext] Case 00880918 response**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2020-03-09 05:52

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for reaching out. Let me follow up with the team and get back to you.

Thanks
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 3/9/20, 8:47 AM, "Atgron" <amcadory@atgron.wed> wrote:

    Hello [redacted],

    Last Monday we asked for the list of current domain names currently registered for .wed along with the expiration dates for each domain name. We are trying hard to complete the Transition Plan as soon as possible so hoping we can get a response. Could you please facilitate? Thank you.

    Sincerely,
    Adrienne McAdory
    President & CEO
    Atgron, Inc.
    [redacted]
    amcadory@atgron.wed
    www.get.wed

Subject **Re: [Ext] Case 00880918 response**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2020-03-11 08:37

- Digital Signature (~5 KB)

Hi Adrienne,

You should be receiving a response in the case by end of today or tomorrow.

Kind regards
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 3/9/20, 4:48 PM, "Atgron" <amcadory@atgron.wed> wrote:

> Thanks [redacted]!
>
> Sincerely,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> [redacted]
> amcadory@atgron.wed
> www.get.wed
>
> > On Mar 9, 2020, at 11:52 AM, [redacted] wrote:
> >
> > Hi Adrienne,
> >
> > Thanks for reaching out. Let me follow up with the team and get back to you.
> >
> > Thanks
> > [redacted]
> > Internet Corporation for Assigned Names and Numbers (ICANN)
> > [redacted]
> > www.icann.org
> >
> >
> >
> > On 3/9/20, 8:47 AM, "Atgron" <amcadory@atgron.wed> wrote:
> >
> >   Hello [redacted],
> >
> >   Last Monday we asked for the list of current domain names currently registered for .wed

Subject **Re: [Ext] Case 00880918**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2020-03-25 08:22

- Digital Signature (~5 KB)

Hi Adrienne,

Hope you are well. I do know ICANN is working on a response to your latest request. Hoping there will be something posted in the next couple of days. Stay tuned.

Kind regards,
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

On 3/25/20, 11:17 AM, "Atgron" <amcadory@atgron.wed> wrote:

> Hello [redacted],
>
> We are still attempting to finish the Transition Plan and made a relatively simple request for the current list of .wed registrants and the expiration dates of their registrations via case 00880918 last week and still have no response. I'm sorry to keep asking but we don't want to miss yet another deadline! Thank you for your time and attention to this matter.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> [redacted]
> amcadory@atgron.wed
> www.get.wed

6. **What constitutes a "sufficient" Continued Operations Instrument (COI)?**

Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook provides a comprehensive list of COI criteria.

These being the following:

- The amount on the COI must be equal to or greater than the amount required to fund the registry operations to cover the cost of the five critical registry functions specified in Section 6 of Specification 10 for at least three years and is dependant on your projected Domains Under Management (DUM) count derived from the Standard Emergency Event Fee Table attached to the Emergency Back-End Registry Operator (EBERO) Agreement [PDF, 1 MB] (Attachment D1). In the event the LOC is drawn upon, the actual withdrawal amount would be tied to the cost of running those functions.
- The COI must name 'ICANN org or its designee' as the beneficiary. Any funds paid out would be provided to the designee who is operating the required registry functions.
- The COI must have a term of at least six years from the contract execution of the TLD covered. The COI may be structured with an annual expiration date if it contains an evergreen provision providing for annual extensions, without amendment, for an indefinite number of periods until the issuing bank informs the beneficiary of its final expiration or until the beneficiary releases the COI as evidenced in writing. If the expiration date occurs prior to the fifth anniversary of the delegation of the TLD, the registry operator will be required to obtain a replacement instrument.
- The COI must be issued by a reputable financial institution insured at the highest level in its jurisdiction. Documentation should indicate by whom the issuing institution is insured (i.e., as opposed to by whom the institution is rated).
- The COI will provide that ICANN org or its designee shall be unconditionally entitled to a release of funds (full or partial) thereunder upon delivery of written notice by ICANN org or its designee.
- Furthermore, an LOC must contain at least the following required elements:
  - Issuing bank and date of issue.
  - Beneficiary: ICANN / 12025 Waterfront Drive, Suite 300 / Playa Vista, CA 90094 / US, or its designee

EMERGENCY BACK-END REGISTRY OPERATOR AGREEMENT

This EMERGENCY BACK-END REGISTRY OPERATOR AGREEMENT (this "Agreement") is entered into as of January 22, 2014 (the "Effective Date") between Internet Corporation for Assigned Names and Numbers ("ICANN"), a California nonprofit public benefit corporation, with its principal offices located at 12025 Waterfront Drive, Suite 300, Los Angeles, CA, USA 90094-2536 and Nominet UK ("EBERO Service Provider"), a not-for-profit, private company limited by guarantee and organized under the laws of England and Wales, with its principal offices located at Minerva House, Edmund Halley Road Oxford, Oxfordshire - OX4 4DQ Great Britain.

ARTICLE 1.

DESIGNATION AS EBERO; REPRESENTATIONS AND WARRANTIES

1.1 Designation.

(a) Upon the Effective Date and until the earlier of the expiration of the Term (as defined in Section 4.1) or the termination of this Agreement pursuant to Article 4, ICANN designates EBERO Service Provider as an emergency back-end registry operator (an "EBERO"), subject to the terms and conditions of this Agreement and any service order issued by ICANN and accepted by EBERO Service Provider (each, an "Event Activation Order"). The form of the Event Activation Order is attached hereto as Exhibit A, and any issued and accepted Event Activation Order shall be incorporated into and considered a part of this Agreement. EBERO Service Provider accepts such designation and agrees to perform its obligations hereunder and comply with the terms, conditions and procedures established in the *EBERO Common Transition Process-v1.1 2013-07-29* attached hereto as Exhibit B and incorporated into and considered a part of this Agreement, amended from time to time (the "CTP Manual"). EBERO Service Provider acknowledges that ICANN has, and may in the future, designate other third parties to serve as an EBERO, and ICANN may appoint more than one EBERO to provide the EBERO services (as set forth in Section 2.1 below) for a failed TLD (as defined below).

(b) EBERO Service Provider shall be subject to testing and simulation established in Exhibit E-1 and Exhibit E-2 to confirm its ability to provide the EBERO Services as specified in the CTP Manual (the "Testing and Simulation"). The Testing and Simulation will be conducted in two stages, with the first stage currently anticipated to be completed no later than March 31, 2014 (the "Common Transition Readiness Inspection"), and the second stage anticipated to be completed no later than June 30, 2014 (the "EBERO Readiness Exercise"). Starting in the second year following the Effective Date and continuing each year thereafter, ICANN will perform the "Annual Readiness Inspection" as provided for in Exhibit E-3. ICANN will not assign the EBERO Service Provider any Event Activation Order until the EBERO Service Provider successfully completes the Common Transition Readiness Inspection as determined by ICANN in its sole business judgment.

(c) EBERO Service Provider shall provide the services specified in this Agreement for the top-level domain(s) (each a "TLD") for which EBERO Service Provider is designated by ICANN as EBERO pursuant to an Event Activation Order (individually and collectively, such designated TLDs are referred to herein as, the "Failed TLD" or "Failed TLDs") for the duration of the term specified therein (up to 36 months) or, if earlier, until the Failed TLD ceases operations for any reason or the transition of the failed TLD to a successor registry operator as provided in the CTP Manual. The parties acknowledge that no, one or multiple Event Activation Orders may be assigned to EBERO Service Provider hereunder. ICANN shall have no obligation to designate EBERO Service Provider as the EBERO for any Failed TLD if EBERO Service Provider is in breach of any of its obligations hereunder or any registry agreement between ICANN and EBERO Service Provider or any of its Affiliates.

(d) EBERO Service Provider shall serve as EBERO for any Failed TLD that is part of the New gTLD Program for which ICANN designates EBERO Service Provider as EBERO under any Event Activation Order; *provided, however*, ICANN agrees that EBERO Service Provider will not be designated as EBERO for any of the TLDs set forth in Exhibit C hereto.

(e) EBERO Service Providers generally will be assigned to an EBERO Event in rotating order; provided, however ICANN shall maintain the sole discretion to designate an EBERO to provide the EBERO Services for a Failed TLD in the order ICANN determines. The initial rotating order will be determined by a random drawing.

(f) Following ICANN's designation of EBERO Service Provider as an EBERO for a Failed TLD pursuant to an Event Activation Order, ICANN will publicly announce such designation, which announcement shall be in form and substance reasonably acceptable to the EBERO Service Provider.

1.2 Representations and Warranties.

(a) EBERO Service Provider represents and warrants to ICANN as follows:

(i) all material information provided and statements made in its submission in connection with the ICANN's EBERO Service Provider Request for Information, and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by EBERO Service Provider to ICANN; and

(ii) EBERO Service Provider is duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the preamble hereto, and EBERO Service Provider has all requisite power and authority and obtained all necessary approvals to enter into and duly execute and deliver this Agreement.

(b) ICANN represents and warrants to EBERO Service Provider that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

ARTICLE 2.
OBLIGATIONS OF THE PARTIES

2.1 EBERO Services. In the event a registry operator for a TLD in the New gTLD Program is temporarily unable to perform certain critical functions and ICANN declares an emergency event ("Emergency Event"), EBERO Service Provider shall provide the following back-end registry functions in respect of that Failed TLD registry when requested by ICANN in an Event Activation Order: DNS, DNSSEC, Whois, SRS/EPP, and Data Escrow registry services (collectively, the "EBERO Services"). The EBERO Services shall be provided and implemented in the manner specified in the Section 11 of the CTP Manual. ICANN shall be responsible for providing the centralized zone file to the EBERO Service Provider.

2.2 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess EBERO Service Provider's compliance with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt EBERO Service Provider's operations. As part of such audit and upon request by ICANN, EBERO Service Provider shall timely provide all responsive documents, data and any other information necessary to demonstrate EBERO Service Provider's compliance with this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked or otherwise designated in writing as confidential (as required by Section 7.14) as EBERO Service Provider's Confidential Information in accordance with Section 6.13.

(b) Any audit conducted pursuant to Section 2.3(a) will be at ICANN's expense.

(c) EBERO Service Provider will give ICANN immediate notice of the commencement of any of the proceedings referenced in Section 3.2(d) or the occurrence of any of the matters specified in Section 3.2(f).

2.3 EBERO Performance Specifications. Performance Specifications for the EBERO Service Provider will be as set forth in the CTP Manual. EBERO Service Provider shall comply with such Performance Specifications and shall keep technical and operational

records sufficient to evidence compliance with such specifications for each calendar year during the Term.

2.4 Personal Data. EBERO Service Provider shall take reasonable steps to protect data about any identified or identifiable natural person ("Personal Data") collected from or on behalf of the Failed TLD from loss, misuse, unauthorized disclosure, alteration or destruction. EBERO Service Provider shall not use or authorize the use of Personal Data in a way that is incompatible with providing the EBERO Services. Upon expiration or termination of this Agreement, EBERO Service Provider shall destroy all Personal Data for all TLDs within ninety (90) calendar days following such termination or expiration. In addition, following the expiration or termination of an Event Activation Order, EBERO Service Provider shall destroy all Personal Data for such TLD within ninety (90) calendar days following such termination or expiration.

2.5 Communications; Single Point of Contact. To facilitate efficient and effective delivery of the EBERO Services in the event ICANN declares an Emergency Event, ICANN shall establish a primary point of contact to manage all activities and communications with EBERO Service Provider (the "Event Director") as provided in the CTP Manual. During an Emergency Event, the Event Director shall have authority to act on behalf of ICANN, and EBERO Service Provider shall take direction from the Event Director. The Event Director shall (i) provide technical and operational notices to registrars, as appropriate, (ii) make arrangements with the data escrow provider of the Failed TLD for release of data escrow files to the EBERO Service Provider, (iii) notify and coordinate with IANA for any emergency requests for changes to the root zone, and (iv) undertake other obligations as provided in the CTP Manual.

2.6 No Support for End Customers. EBERO Service Provider shall have no obligation to interface with or be responsible for providing customer service, billing or technical support for "End Customers." "End Customers" shall mean any person or entity who has requested the registration or renewal of a domain name in the Failed TLD whether directly or indirectly through a registrar or any registry.

2.7 EBERO Transition Process. The EBERO Transition Process is set forth in Section 3.0 *et seq*. of the CTP Manual. Failure to comply with the service requirements and service level agreements set forth in the CTP Manual in any material respect may be grounds for termination pursuant to Section 3.2 of this Agreement.

ARTICLE 3.

TERM AND TERMINATION

3.1 Term. The term of this Agreement will be five years from the Effective Date; provided, however, that (i) if EBERO Service Provider is serving as EBERO for a Failed TLD with a registry agreement term ("TLD Term") that expires after such five year term, the term of this Agreement shall expire upon expiration of such TLD Term, or (ii) if the term of

any Event Activation Order extends beyond the five year term, then the term of this Agreement shall expire upon the expiration of such Event Activation Order (the "Term").

3.2 Termination by ICANN.

(a) ICANN may, upon notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders if EBERO Service Provider fails to cure any fundamental and material breach of EBERO Service Provider's representations and warranties set forth in Article 1 or obligations set forth in Article 2 within thirty (30) calendar days after ICANN gives EBERO Service Provider notice of such breach, which notice describes with reasonable specificity the details of the alleged breach.

(b) ICANN may, upon notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders if (i) EBERO Service Provider fails to complete the transition of any Failed TLD in any material respect Event Activation Order, or (ii) EBERO Service Provider fails to comply with any obligations, processes or procedure set forth in the CTP Manual in any material respect.

(c) ICANN may, upon notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders if EBERO Service Provider refuses to provide EBERO Services for a TLD not previously identified in Exhibit C.

(d) ICANN may, upon notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders if (i) EBERO Service Provider makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against EBERO Service Provider, which proceedings are a material threat to EBERO Service Provider's ability to provide EBERO Services, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of EBERO Service Provider or maintains control over any of EBERO Service Provider's property, (iv) execution is levied upon any of EBERO Service Provider's property, (v) proceedings are instituted by or against EBERO Service Provider under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirty (30) calendar days of their commencement, or (vi) EBERO Service Provider 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.

(e) ICANN may, upon notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders if (i) EBERO Service Provider knowingly employs any officer that 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 officer is not terminated within thirty (30) calendar days of EBERO Service Provider's knowledge of the foregoing, or (ii) any member of EBERO Service Provider'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 EBERO Service Provider's board of directors or similar governing body within thirty (30) calendar days of EBERO Service Provider's knowledge of the foregoing.

(f) ICANN may, upon thirty (30) calendar days' notice to EBERO Service Provider, terminate this Agreement and/or any or all Event Activation Orders as specified in Section 6.5.

(g) ICANN may terminate this Agreement for any reason upon one hundred eighty (180) calendar days advance notice to EBERO Service Provider.

3.3 Termination by EBERO Service Provider.

(a) EBERO Service Provider may terminate this Agreement upon notice to ICANN if, (i) ICANN fails to cure (A) any fundamental and material breach of ICANN's covenants set forth in Article 2, or (B) any breach of ICANN's payment obligations set forth in Article 5 of this Agreement, each within thirty (30) calendar days after EBERO Service Provider gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that ICANN is in fundamental and material breach of such covenants or its payment obligations, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) EBERO Service Provider may terminate this Agreement for any reason upon one hundred eighty (180) calendar days advance notice to ICANN.

3.4 Effect of Termination.

(a) Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement (including all Event Activation Orders) shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 5. In addition, Article 4, Article 6, and this Section 3.4 shall survive the expiration or termination of this Agreement.

(b) Upon any expiration of any TLD Term as specified in an Event Activation Order or termination of an Event Activation Order, the obligations and rights of the parties hereto shall cease with respect to such expired or terminated Event Activation Order, provided that such expiration or termination shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition, as it relates to such Event Activation Order, Article 5, Article 6, Section 4.5, and

this Section 4.6 shall survive the expiration any TLD Term as specified in an Event Activation Order or termination of an Event Activation Order. Other than as specified in this Section 3.4(b) with respect to any expiration of any TLD Term as specified in an Event Activation Order or termination of an Event Activation Order, all other Event Activation Orders and this Agreement shall remain in effect.

ARTICLE 4.

DISPUTE RESOLUTION

4.1 Mediation. In the event of any dispute arising under or in connection with this Agreement (including any Event Activation Order), before either party may initiate arbitration pursuant to Section 4.2 below, ICANN and EBERO Service Provider must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 4.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or EBERO Service Provider. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 4.1(a).

(b) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 4.2. The mediator may not testify for or against either party in any later proceeding relating to the dispute.

(c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other party pursuant to the mediation that is appropriately marked or otherwise designated in writing as confidential (as required by Section 6.13) as Confidential Information of such other party in accordance with Section 6.13.

(d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator

may terminate the mediation at any time and the dispute will then proceed to arbitration pursuant to Section 4.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 4.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute will then proceed to arbitration pursuant to Section 4.2 below.

4.2 Arbitration. Disputes arising under or in connection with this Agreement (including any Event Activation Order) that are not resolved pursuant to Section 4.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be conducted by a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, or (ii) the parties agree in writing to a greater number of arbitrators. In the case of clauses (i) or (ii) in the preceding sentence, the arbitration will be conducted by a panel of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 6.13) as Confidential Information of such other party in accordance with Section 6.13. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

4.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement will not exceed an amount equal to the fees paid by ICANN to EBERO Service Provider within the preceding twelve-month period pursuant to this Agreement, except with respect to ICANN's indemnification obligations pursuant to Section 6.1 and Section 6.2, for which ICANN's aggregate monetary liability will be limited to the greater of $200,000 or an amount equal to the fees paid by ICANN to EBERO Service Provider within the preceding twenty-four month period pursuant to this Agreement. EBERO Service Provider's aggregate monetary liability to ICANN for breaches of this Agreement will be limited to an amount equal to the fees paid by ICANN to EBERO Service Provider during the preceding twelve-month period, except with respect to EBERO Service Provider's indemnification obligations pursuant to Section 6.1 and Section 6.2, for which EBERO Service Provider's aggregate monetary liability will be limited to the greater of (a)

$200,000 or (b) an amount equal to the fees paid by ICANN to EBERO Service Provider during the preceding twenty-four month period. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement (including any Event Activation Order) or the performance or nonperformance of obligations undertaken in this Agreement (including any Event Activation Order). Except as otherwise provided in this Agreement or any Event Activation Order, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work, including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

4.4 Specific Performance. EBERO Service Provider and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement is not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrator or court of competent jurisdiction specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

ARTICLE 5.

FEES

Subject to the terms of this Agreement, ICANN shall pay EBERO Service Provider fees for providing the EBERO Services, and expenses as follows:

5.1 EBERO Standby Fee. ICANN shall pay EBERO Service Provider a standby fee of $85,000 (the "Standby Fee") per annum. The Standby Fee shall be paid quarterly in four equal installments of $21,250 each March 15th, June 15th, September 15th, and December 15th. ICANN's obligation to pay the quarterly Standby Fee will begin on the date on which the EBERO Service Provider successfully completes the Common Transition Readiness Inspection pursuant to Section 1.1(b). The first quarterly payment of the Standby Fee will be prorated based on the number of calendar days between the date on which the EBERO Service Provider successfully completes the Common Transition Readiness Inspection pursuant to Section 1.1(b) and the end of the calendar quarter in which the successful completion date falls. The Standby Fee shall be paid regardless of whether any Event Activation Orders are in force.

5.2 Standard Emergency Event Fee. ICANN shall pay EBERO Service Provider a standard emergency event fee for each Failed TLD for which EBERO Service Provider is providing EBERO Services (the "Standard Emergency Event Fee"). The Standard Emergency Event Fee is based on the number of active domains under management ("DUMs") by the TLD. The Standard Emergency Event Fee due to the EBERO Service Provider shall be as provided in the fee table of DUMs in Exhibit D-1 attached hereto and made part of this Agreement. ICANN shall pay fifty percent (50%) of the Standard Emergency Event Fee within thirty (30) calendar days following the date the EBERO Service Provider accepts the Event Activation Order and completes the Event Activation

Order's transition-in tasks in Exhibit D-2 attached hereto and made part of this Agreement. ICANN shall pay the remaining fifty percent (50%) of the Standard Emergency Event Fee within six months of the EBERO Service Provider's completion of the Event Activation Order activities provided in Exhibit D-2.

5.3 Difficult Emergency Event Fee. Some transitions of the Failed TLD to the EBERO Service Provider may be classified as a "Difficult Emergency Event." The factors for designating an Emergency Event as a Difficult Emergency Event may include, but are not limited to, the following factors: the unavailability of the Failed TLD staff for support, inaccurate or incomplete Failed TLD documentation, and significant difficulty with zone file or escrow data or transfer of the files. At the request of the EBERO Service Provider, ICANN may, in its sole reasonable discretion, declare an Emergency Event to be a Difficult Emergency Event. If ICANN designates an Emergency Event as a Difficult Emergency Event, the EBERO Service Provider shall be entitled to an additional fee (the "Difficult Emergency Event Fee"). The Difficult Emergency Event Fee shall be determined by ICANN at its sole reasonable discretion, but shall in any event be no more than $30,000.00 per Emergency Event. ICANN shall pay the EBERO Service Provider the Difficult Emergency Event Fee within sixty (60) days following the EBERO Service Provider's acceptance of the Event Activation Order.

5.4 Third-Party Transition-Out Fee. In the event ICANN directs EBERO Service Provider to transition the Failed TLD to a third-party successor agency as part of the Transition-Out Plan, ICANN shall pay to EBERO Service Provider a transition-out fee of $20,000 (the "Transition-Out Fee"). The Transition-Out Fee shall be paid to EBERO Service Provider within thirty (30) calendar days of following the successful completion of the Transition-Out Plan and termination of the Event Activation Order. A service order will be successfully completed 30 days following IANA's updates to the root zone to point to the successor registry.

5.5 Termination Fee; Event Activation Order. In the event ICANN terminates an Event Activation Order without cause after the EBERO Service Provider accepts the Event Activation Order, but prior to the completion of the Transition-Out Plan, EBERO Service Provider shall be entitled to any fees due under Sections 5.2 and 5.3 (the "Early Termination Fee"). ICANN shall pay the Early Termination Fee within thirty (30) days following the Event Activation Order termination date.

5.6 Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, ICANN shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

5.7 Expenses. ICANN will pay for reasonable and documented expenses actually incurred by EBERO Service Provider in the course of providing the EBERO Services under this Agreement, provided that such expenses shall be approved in writing in advance by ICANN. ICANN may specify pre-approved expenses in an Event Activation Order.

ARTICLE 6.

MISCELLANEOUS

6.1 Indemnification of ICANN. EBERO Service Provider shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to EBERO Service Provider's breach of any obligation contained in this Agreement or any willful misconduct by EBERO Service Provider provision of the EBERO Services, provided that EBERO Service Provider shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This Section 6.1 shall not be deemed to require EBERO Service Provider to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties' respective obligations hereunder. Further, this Section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 4 or otherwise awarded by a court of competent jurisdiction or arbitrator. EBERO Service Provider shall not be liable for indemnification under this Section 6.1 for any act or omission of any previous registry operator of a TLD for which EBERO Service Provider is designated as an EBERO hereunder. ICANN shall indemnify and defend EBERO Service Provider and its directors, officers, employees, and agents (collectively, "EBERO Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses (individually and collectively "Claims"), to the extent such Claims are attributable to ICANN's wrongful designation of EBERO Service Provider as an emergency interim registry operator of the registry for a TLD in breach of ICANN's agreement with the registry operator for such TLD, provided that ICANN shall not be obligated to indemnify or defend any EBERO Indemnitee to the extent the claim, damage, liability, cost or expense arose due to a breach by EBERO Service Provider of any obligation contained in this Agreement or any willful misconduct by EBERO Service Provider.

6.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 6.1 above, the indemnified party shall provide notice thereof to the indemnifying party as promptly as reasonably practicable. The indemnifying party shall be entitled, if it so elects, in a notice promptly delivered to the indemnified party, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN's policies, Bylaws or conduct. The indemnified party shall cooperate, at the indemnifying party's cost and expense, in all reasonable respects with the indemnifying party and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at the indemnified party's own cost and expense, participate, through its attorneys or otherwise, in such

investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting the indemnified party other than the payment of money in an amount that is fully indemnified by the indemnifying party will be entered into without the consent of the indemnified party. If the indemnifying party does not assume full control over the defense of a claim subject to such defense in accordance with this Section 6.2, the indemnified party will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party and the indemnifying party shall cooperate in such defense.

6.3 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on EBERO Service Provider's delegated information or provisioning of services.

6.4 No Offset. All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between EBERO Service Provider and ICANN.

6.5 Change of Control; Assignment and Subcontracting. Except as set forth in this Section 6.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld. For purposes of this Section 6.5, a direct or indirect change of control of EBERO Service Provider or any subcontracting arrangement for the EBERO Services (a "Subcontracting Arrangement") shall be deemed an assignment.

(a) EBERO Service Provider must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the EBERO Services (whether or not a Subcontracting Arrangement) must mandate compliance with

all covenants, obligations and agreements by EBERO Service Provider hereunder, and EBERO Service Provider shall continue to be bound by such covenants, obligations and agreements. EBERO Service Provider must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of EBERO Service Provider.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 6.5(a), ICANN may request additional information from EBERO Service Provider establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets any ICANN-adopted specification or policy on EBERO Service Provider criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case EBERO Service Provider must supply the requested information within fifteen (15) calendar days.

(c) EBERO Service Provider agrees that ICANN's consent to any assignment, change of control or Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of EBERO Service Provider or any Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from EBERO Service Provider as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from EBERO Service Provider, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Subcontracting Arrangement, EBERO Service Provider shall comply with any transition processes required in the CTP Manual.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 3.2(f), (ii) ICANN may assign this Agreement without the consent of EBERO Service Provider upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, and (iii) EBERO Service Provider may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of EBERO Service Provider, or, if EBERO Service Provider is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement.

6.6 Amendments and Waivers. Except as set forth in the Exhibits and Specifications hereto, no amendment, supplement or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

6.7 No Third-Party Beneficiaries. This Agreement will not be construed to create any obligation by either ICANN or EBERO Service Provider to any non-party to this Agreement, including any registrar, registered name holder or any previous registry operator of a TLD for which EBERO Service Provider is designated as an EBERO hereunder.

6.8 General Notices. All notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Notices, designations, determinations, and specifications made under this Agreement will be in the English language. Any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and
Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
Telephone: +1-310-301-5800
Facsimile: +1-310-823-8649
Attention: President, Generic Domains Division

With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to EBERO Service Provider, addressed to:

Nominet U.K.
Minerva House

Edmund Halley Road
Oxford Science Park
Oxford OX4 4DQ FAO
Telephone: + 44 1865 3322111
Facsimile: +44 (0)1865 332299
Attention: CEO

Email: Lesley@nominet.org.uk

With a copy to Nominet's legal department, email:
legal@nominet.org.uk

6.9 Entire Agreement. This Agreement (including those specifications and documents incorporated by reference to URL locations, the Common Transition Process Document, and all Event Activation Orders which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the EBERO and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

6.10 English Language Controls. Notwithstanding any translated version of this Agreement and/or specifications that may be provided to EBERO Service Provider, the English language versions of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. All notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

6.11 Ownership Rights. Subject to the provisions of this Agreement, each party will continue independently to own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Nothing contained in this Agreement shall be construed as (a) establishing or granting to EBERO Service Provider any property ownership rights, licenses or interests in the Failed TLD for which it provides EBERO Services or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of the registry operator of the Failed TLD.

6.12 Severability; Conflicts with Laws. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof is determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

6.13 Confidentiality

(a) Subject to Section 6.13(c), during the Term and for a period of two (2) years thereafter, each party shall, and shall cause its and its Affiliates' (defined below), officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement. Such Confidential Information may include information of the Failed TLD. For the purposes of this Agreement, "Affiliate" is defined to mean 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, and "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.

(b) The confidentiality obligations under Section 6.13(a) shall not apply to any Confidential Information that (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving party in breach of this Agreement, (ii) can be demonstrated by documentation or other competent proof to have been in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality with respect to such information, (iii) is subsequently received by the receiving party from a third party who is not bound by any obligation of confidentiality with respect to such information, (iv) has been published by a third party or otherwise enters the public domain through no fault of the receiving party, or (v) can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving party without reference to the disclosing party's Confidential Information.

(c) Each party shall have the right to disclose Confidential Information to the extent that such disclosure is (i) made in response to a valid order of a court of competent jurisdiction or, if in the reasonable opinion of the receiving party's legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving party shall first have given notice to the disclosing party and given the disclosing party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information that is the subject of such order or other applicable law be held in confidence by such court or other third party recipient, unless the receiving party is not permitted to provide such notice under such order or applicable law, or (ii) made by the receiving party or any of its Affiliates to its or their attorneys, auditors, advisors, consultants, contractors or other third parties for use by such person or entity as may be necessary or useful in connection with the performance of the activities under this Agreement, provided that such third party is bound by confidentiality obligations at least as stringent as those set forth herein, either by written agreement or through professional responsibility standards.

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Generic Domains Division

NOMINET U.K.

By: _____
LESLEY COWLEY, CEO

EXHIBIT A

Form of Event Activation Order

[To be provided in the form determined by ICANN, as revised from time to time]

EXHIBIT B

EBERO Common Transition Process-v1.1 2013-07-29

(Attached)

Exhibit B

Internet Corporation for Assigned Names and Numbers

ICANN EBERO EVENT

COMMON TRANSITION PROCESSES

Version 1.1 July 29, 2013

Table of Contents

1 EBERO Event Team 7
1.1 Mission 7
1.2 Authority and Constituency 7
1.3 EBERO Event Team Organizational Structure and Composition 7
1.3.1 Event Steering Committee 8
1.3.2 Event Director 8
1.3.3 Legal 9
1.3.4 Communications 9
1.3.5 Compliance 9
1.3.6 Registry Technical Liaison 9
1.3.7 Registrar Liaison 9
1.3.8 Security 9
1.3.9 ICANN 24x7 Operations Center staff 9
1.3.10 Other internal ICANN subject matter expertise (as needed) 10
1.3.11 Emergency Back-End Registry Operator (EBERO) 10
1.3.12 EBERO Event Manager 10
1.3.13 EBERO Service Team leads and team members 10
1.4 Affected Parties and Roles 10
2 Registry Status Descriptions 12
3 Overview of EBERO Common Transition Process 13
3.1 Overview of Process 13
3.2 Ready State 15
3.3 Heightened Alert State 15
3.4 Event Declared State 17
3.5 Transition-In State 18
3.5.1 Retrieve Zone File and Prepare DNS and DNSSEC for re-delegation 19
3.5.2 Update Root Zone 19
3.5.3 Escrow Release 19

3.5.4 Escrow Release to EBERO 20
3.5.5 Populate SRS from escrow deposits and zone file data 20
3.5.6 Listing of Discrepancies between escrow data and zone file 20
3.5.7 Populate RDDS from SRS; begin SRS and RDDS operation 20
3.5.8 Begin Escrow Deposits 21
3.6 Stabilized State 21
3.6.1 Reporting Functions 22
3.6.2 Registrar credentialing and SRS access 22
3.6.3 Conflict Dispute Resolution 22
3.6.4 ICANN Selection of a Successor Registry 23
3.7 Transition-Out State 23
3.7.1 Generate Transition-Out Data 24
3.7.2 Reconcile Transition-Out Data 24
3.7.3 DNSSEC Key Rollover to new Successor Registry Key 25
3.7.4 Scheduled Root Zone and IANA updates 25
4 EBERO Service Levels 26
4.1 Ready State 26
4.2 Heightened Alert State 26
4.3 Event Declared State 26
4.4 Transition-In State 27
4.5 Stabilized Operational State 28
4.6 Transition-Out State 28
5 Monthly Contact Information Update Procedure for EBEROs 29
6 Zone File Retrieval Procedure for EBEROs 30
7 Escrow Release Protocol and Procedures for EBEROs 31
7.1 Notification 31
7.2 Escrow release from Registry Escrow Agent to ICANN 31
7.3 ICANN decryption and re-encryption of escrow deposits for EBERO 31
7.4 Escrow release from ICANN to EBERO 31
8 Data Retention after Transition-Out/Discontinuation of EBERO 32
9 Handling Discrepancies between Data Sources during Transition 33

9.1 Data Selection Principles 33
9.2 Placeholder Data 33
9.3 Reconciling Divergence between the Zone File and Escrow Deposit 34
9.3.1 Missing Registrar Objects 34
9.3.2 Missing Contact Objects 35
9.3.3 Data Escrow <nndn> management rules for IDN variants 35
9.3.4 Multiple External Host Objects with Different Sponsoring Registrars in the Escrow Deposit 35
9.3.5 Host Attributes versus Host Objects 35
9.3.6 authInfo Considerations 35
9.3.7 Objects in a serverHold or clientHold state 36
9.3.8 SRS Pending Status 36
9.3.9 Unknown or non-standard SRS/EPP states 36
10 Critical Performance Metrics and Reporting Structures 37
10.1 EBERO Per-Registrar Metrics Specifications 37
10.2 EBERO Registry Performance Metrics Specifications 38
11 Requirements for Critical Registry Functions 39
11.1 DNS and Domain Name Security Extensions (DNSSEC) 39
11.2 Shared Registry System (SRS) 39
11.3 Registration Data Directory Services (Whois) 40
11.4 Data Escrow and Transitions 41
12 Appendix: EBERO Placeholder Data 42
12.1 Registrar 42
12.2 Contact for Unknown Registrant, Known Registrar 42
12.3 Contact for Unknown Registrar 42
12.4 Contact for IDN Variant Blocked 42
12.5 Contact for IDN Variant Withheld 43

Figures

Figure 1: Document Version Control 6
Figure 2: EBERO Event Team Organization 8
Figure 3: Affected Parties and EBERO Event Team Roles 11
Figure 4: Registry Status Descriptions 12
Figure 5: EBERO Event Common Transition Process, Event Detection through DNS/DNSSEC transition 13
Figure 6: EBERO Event Common Transition Process, Data Escrow Release until Registry is stabilized 14
Figure 7: EBERO Event Common Transition Process, Transitioning Out of EBERO 15
Figure 8: Heightened Alert Performance Thresholds 16
Figure 9: Transition-In Tasks and Timeline 19
Figure 10: Unauthorized EPP transactions during an EBERO event 21
Figure 11: Allegations of Improper Changes during Transition 23
Figure 12: Data Sources for Transition-Out 24
Figure 13: Ready State Service Levels 26
Figure 14: Heightened Alert State Service Levels 26
Figure 15: Event Declared State Service Levels 26
Figure 16: Transition-In State Service Levels 27
Figure 17: Stabilized Operational State Service Levels 28
Figure 18: Transition-Out State Service Levels 28
Figure 19: Discrepancy Management Rules for Objects in the Zone File 34
Figure 20: <nndn> IDN variant rule management 35
Figure 21: Management of pending* Status in Escrow Deposits 36
Figure 22: EBERO Per-Registrar Metrics 37
Figure 23: EBERO Registry Performance Metrics 38
Figure 24: Placeholder Contact for Unknown Registrant, Known Registrar 42
Figure 25: Placeholder Contact for Unknown Registrar 42
Figure 26: Placeholder Contact for IDN Variant Blocked 43
Figure 27: Placeholder Contact for IDN Variant Withheld 43

Version	Date	Comments
1.0	July 18, 2013	Initial release, as included in the EBERO master services agreement.
1.1	July 29, 2013	Synchronized sections 11.4.3 to the content of section 6; typographic error and formatting corrections.

Figure 1: Document Version Control

1 EBERO Event Team

1.1 Mission

The Emergency Back-End Registry Operator Response Team protects the security, stability and resilience of the Domain Name System by temporarily assuming the operation of critical registry functions of delegated top level domains in response to circumstances in which the contracted registry operator is no longer suitable, able or willing to perform its registry obligations.

1.2 Authority and Constituency

Article II, Section 2 of ICANN Bylaws expressly authorizes taking whatever steps are necessary to protect the operational stability of the Internet in the event of financial failure of a Registry or Registrar or other emergency. The Emergency Back-End Registry Operator is the mechanism of choice to protect the operational stability of the Internet from certain threats.

The EBERO Event Team reports through a designated Event Director to a steering committee made up of ICANN management and executives under the authority of the President, Generic Domains Division.

The EBERO Event Team serves the ICANN community through a limited scope and role.

1.3 EBERO Event Team Organizational Structure and Composition

The EBERO Event Team is a cross-functional team from multiple ICANN staff departments, partnering with designated registry service provider organizations. These registry service providers and staff have been designated as having responsibility to perform tasks involved in the emergency transition of a new gTLD registry in response to an emergency or imminent failure of critical registry services. EBERO Event Teams only exist in response to emergencies (including, but not limited to, tests of emergency response capabilities, real and simulated registry failure scenarios), and thus are created on an as-needed basis as circumstances warrant.

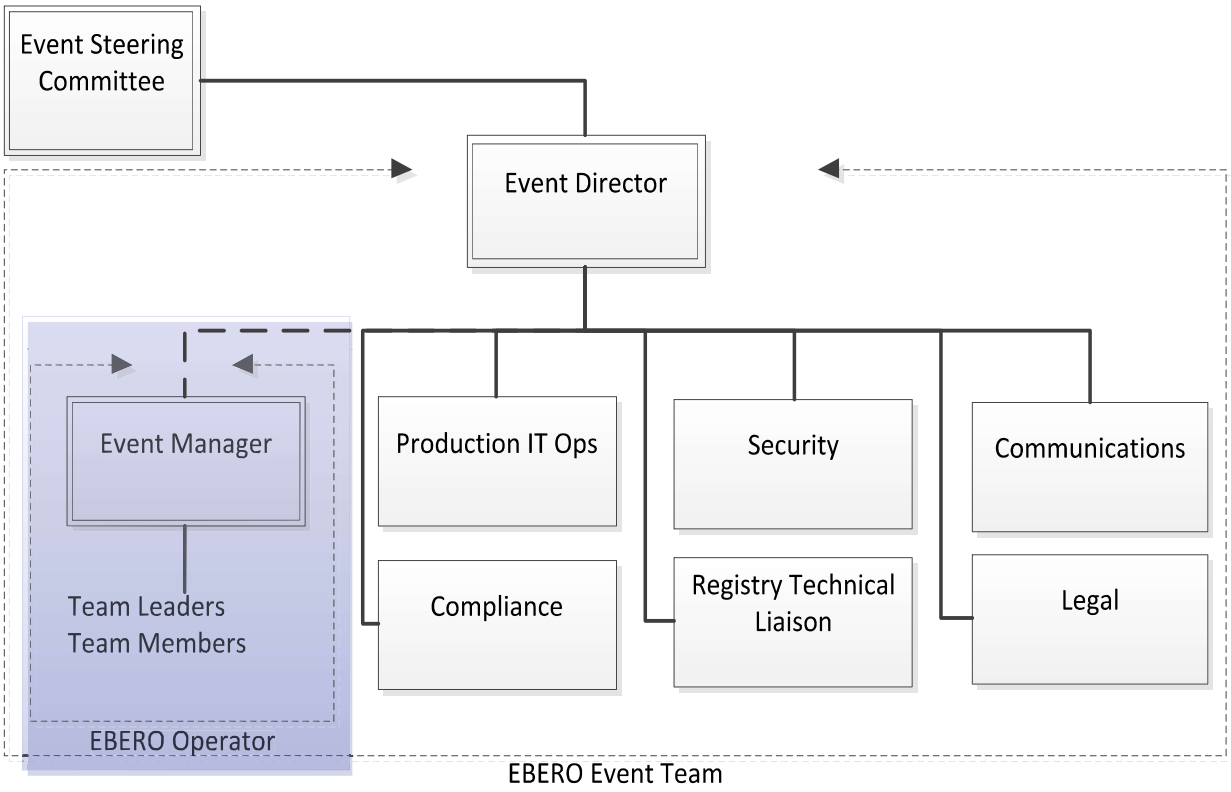

Figure 2: EBERO Event Team Organization

1.3.1 Event Steering Committee

A subset of ICANN executives and management, acting in concert, will collectively be known as the Executive Steering Committee and will select and authorize an individual to act as the Event Director. This steering committee will delegate sufficient authority so that the Event Director can (as the situation warrants) authorize necessary EBERO activities. The Event Steering Committee will include the following ICANN staff:

1. President, Generic Domains Division
2. General Counsel
3. Operations Manager

In the event that circumstances warrant, any of the committee members can designate an Event Director. The Event Steering Committee should be able to designate an Event Director within 1 hour of notification that an emergency performance threshold has been or is about to be exceeded.

1.3.2 Event Director

The Event Director provides the human decision check on all EBERO activities. The Event Director's fundamental roles are to (a) declare that an EBERO Event is underway (authorizing EBERO service providers to take action); (b) authorize the requests for changes at IANA (including contact updates and both scheduled and emergency root zone updates associated with an EBERO Event); and (c) declare the

end of an event, which terminates EBERO activities. The Event Director will serve as the emergency decision-maker in the event that regular channels are not practical to meet the developing circumstances of the emergency.

The Event Director is also empowered to declare an **EBERO Catastrophic Event**. A Catastrophic Event is a circumstance where EBERO(s) need to be invoked but includes complications or concerns so significant that existing common processes may pose substantial unforeseen risks to the security, stability, and/or resiliency of the DNS (for example, a failure of many registries at the same time). The declaration of a Catastrophic Event could relax or suspend EBERO service level commitments, in the interest of protecting the security, stability and resiliency of the DNS.

1.3.3 Legal

ICANN Legal must be available to the Event Director to ensure proper legal authority exists to take action, proper form is followed, and to the extent possible to limit liability associated with an EBERO event.

1.3.4 Communications

Communications will be involved in all externally facing communications, and may be involved in other roles as required by the needs of the situation.

1.3.5 Compliance

The Compliance team has two essential roles within the EBERO Event Team. The first is to, when time permits, prepare and transmit necessary compliance notices to the failing registry. In addition, Compliance has access to historical data about past behaviors involving the registry and compliance, which may help to inform the Event Director as s/he is deciding whether an emergency Transition-In required.

1.3.6 Registry Technical Liaison

The Registry Technical Liaison provides access to specific expertise to properly advise the Event Director and facilitates work as warranted by the situation at hand.

1.3.7 Registrar Liaison

The Registrar Liaison provides access to specific expertise to properly advise the Event Director and facilitates work as warranted by the situation at hand.

1.3.8 Security

Security provides access to specific expertise to properly advise the Event Director and to facilitate work warranted by the situation at hand.

1.3.9 ICANN 24x7 Operations Center Staff

ICANN's operation staff performs tasks and facilitates work as warranted by the situation at hand.

1.3.10 Other Internal ICANN Subject Matter Expertise (as needed)

As emergency situations are difficult to predict, other expertise and staffing resources may be called to participate in an EBERO Event team when circumstances warrant.

1.3.11 Emergency Back-End Registry Operator (EBERO)

The EBERO provides five critical registry functions in response to an ICANN-declared emergency. Those functions are:

- DNS
- DNSSEC
- RDDS (Whois)
- SRS (EPP)
- Data Escrow

1.3.12 EBERO Event Manager

The EBERO must designate one or more individuals to provide primary point of contact for EBERO matters during the EBERO event (only one would be "on duty" at a time); this is not a technical role, but instead a management role that must be able to be performed 24x7 on short notice. During the event, it is expected that team members within ICANN and the EBERO will work closely to meet the needs of the circumstances causing the EBERO event. For purposes of initiating critical functions, a single voice must be able to speak on behalf of the EBERO service provider. The EBERO Event Manager must:

- Acknowledge receipt of service orders
- Escalate problems with data transmissions
- Confirm to ICANN when services are ready for cutover
- Work with ICANN's Event Director and staff to address issues as they arise
- Direct EBERO service provider internal staff as needed

It is not intended or required that the Event Manager directly answer phone calls from ICANN 24x7 – widely used mechanisms for on-call response based on activation from a 24x7 operations or support center is appropriate provided that an event manager can be activated by the EBERO's 24x7 operations to become available in sufficient time to meet the timing requirements described in *4 EBERO Service Levels*.

1.3.13 EBERO Service Team Leads and Team Members

As each EBERO service provider's internal functions could be structured differently, the roles required to perform an EBERO transition within that service provider are not being enumerated within the common transition process, but are implicitly required. Team members are likely to, for example, have expert roles specializing in DNS, EPP/SRS, database, networking and routing infrastructure, security, and registrar onboarding/relations.

1.4 Affected Parties and Roles

The following table defines the roles of the EBERO Event Team in relation to affected parties:

Affected Party	Event Director (or designee) role
ICANN 24x7 Operations Center	Notifies the executive committee of registries which are failing to meet service level commitments, based on ICANN's SLA monitoring.
ICANN Compliance	Notifies the executive committee of registries which are failing to meet specifications for data escrow, as well as advising of historical compliance concerns with the registry.
ICANN Executive Management	Authorizes and delegates authority to an Event Director, so that should emergency thresholds be reached, prompt action can be taken to protect the stability and resilience of the DNS.
ICANN Corporate Communications	The Event Director provides information related to the EBERO event; Communications (with Senior Management) makes appropriate disclosures and releases to the public, press, or other affected parties.
Accredited Registrars	The Event Director provides technical and operational notices about transitioning and transitioned registries to all accredited registrars after an emergency transition occurs.
Registry Escrow Agents	The Event Director notifies the escrow agent to arrange the swift release of escrow deposits in accordance with the escrow agreements.
EBERO Escrow Agent	The Event Director notifies the contracted escrow agent to authorize the initiation and termination of escrow deposits by the EBERO service provider.
IANA	The Event Director notifies IANA of registry transition events and makes emergency requests for changes to the root zone and to IANA authorization databases.

Figure 3: Affected Parties and EBERO Event Team Roles

2 Registry Status Descriptions

Status	Description
Ready	(Section 3.2) Normal operation modes for registries; EBEROs maintain readiness; routine communications (at least once per month) between EBEROs and ICANN ensure that activation channels will work.
Heightened Alert	(Section 3.3) Upon designation of an Event Director, s/he will select an EBERO and notify the EBERO's 24x7 network operations center to advise the EBERO of the increased risk of an EBERO transition being required. This activation will permit the EBERO to enter a heightened alert status. In a heightened alert status, key personnel from both ICANN and the selected EBERO will be notified by their respective organizations and the team will activate communication channels for screen sharing, chat (e.g., Adobe Connect) and verbal communication (e.g. a teleconference bridge). ICANN and the EBERO service provider will monitor these communication channels.
Event Declared	(Section 3.4) Once an Event Director approves activation by declaring that an Event is underway, the EBERO service provider will prepare for an emergency transition of DNS and DNSSEC services. The end state of that preparation is an environment that can, with only updates to the root zone, provide DNS and DNSSEC services for the affected TLD.
Transition-In	(Section 3.5) The Event Director begins the Transition-In process by requesting a root zone update from IANA. Until this update occurs, the TLD will continue to be fully operated by the original registry back-end. The Transition-In process moves DNS, DNSSEC and eventually SRS (Shared Registration System), RDDS (Registration Data Directory Services (WHOIS) and Data Escrow services to the EBERO.
Stabilized	(Section 3.6) Once an operationally stabilized state of the five critical registry functions is attained, a variety of normal operational functions will occur. This includes the authorization process for registrars to access the EBERO's SRS environment, as well as receiving outcomes from dispute resolution and directives from ICANN with respect to updates and corrections to SRS data and reporting functions with respect to critical registry and EBERO metrics.
Transition-Out	(Section 3.7) Upon designation of a successor registry (or approval to return registry functions to the original registry), the EBERO will generate an up-to-date "gold" escrow format deposit of SRS data, and provide that data along with the escrow deposits and zone file used for the Transition-In, and the first full escrow deposit generated by the EBERO for reconciliation and analysis by the receiving registry. A full (or incremental/differential) updated escrow formatted deposit will be provided as part of the Transition-Out process.

Figure 4: Registry Status Descriptions

3 Overview of EBERO Common Transition Process

3.1 Overview of Process

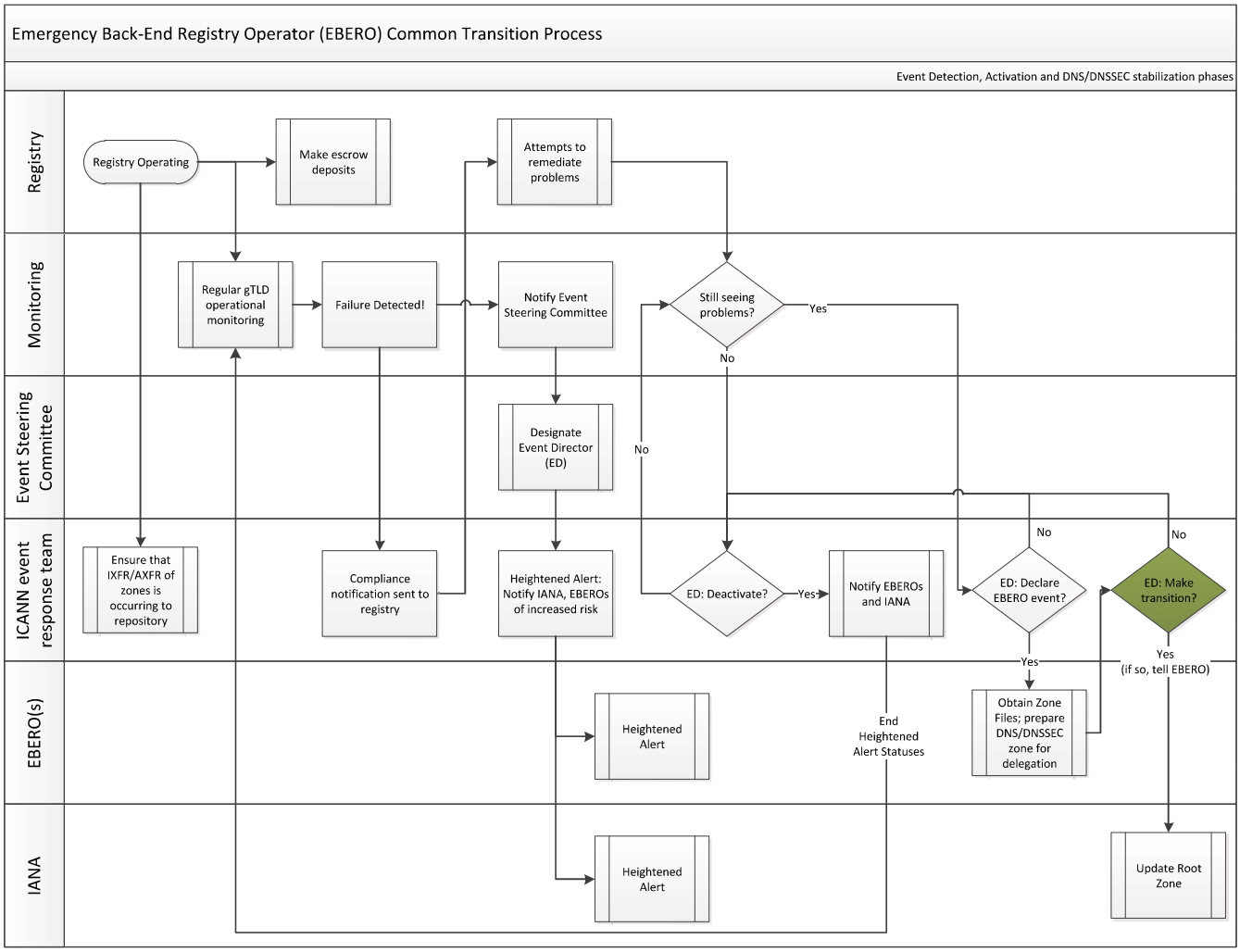

Figure 5: EBERO Event Common Transition Process, Event Detection through DNS/DNSSEC transition

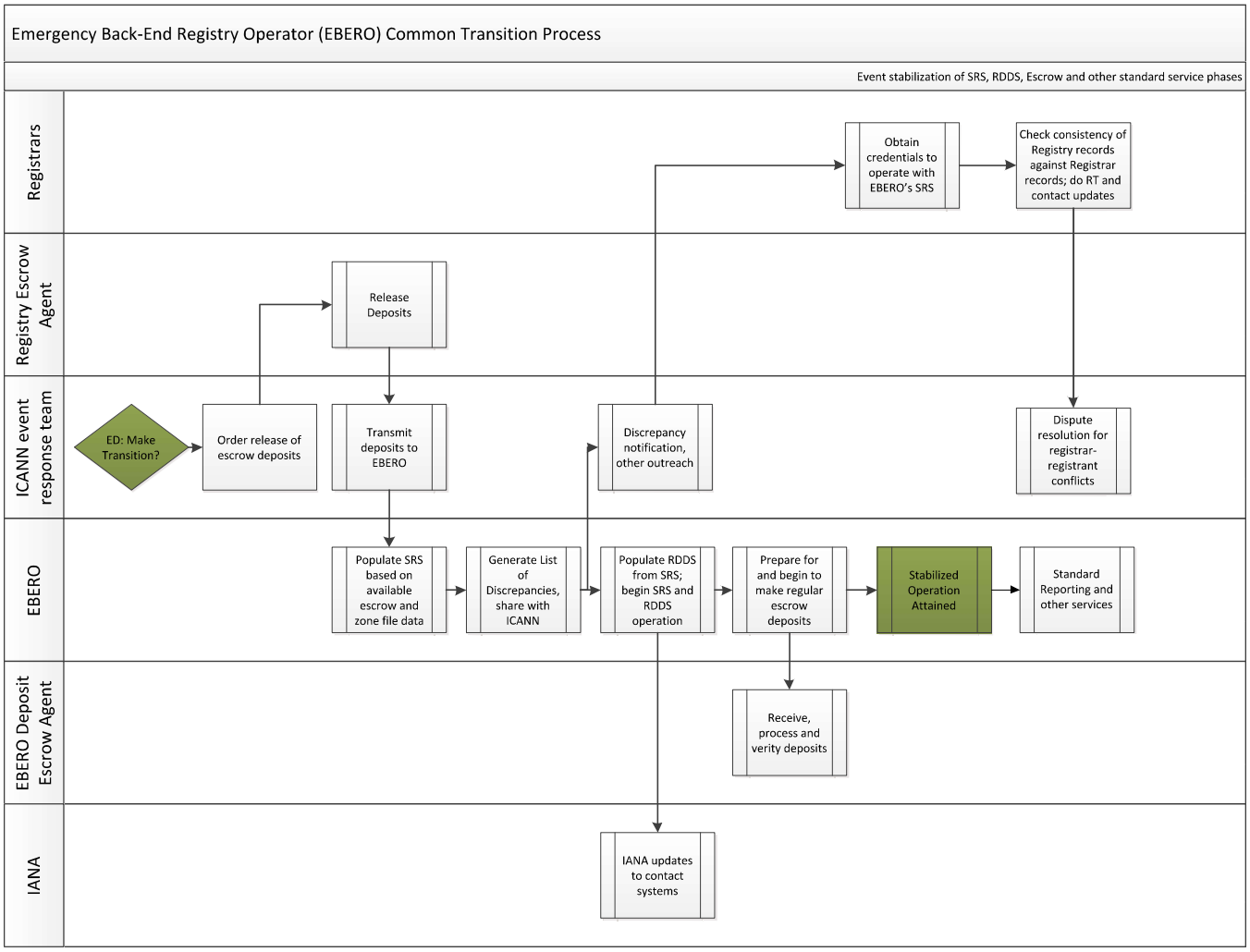

Figure 6: EBERO Event Common Transition Process, Data Escrow Release until Registry is stabilized

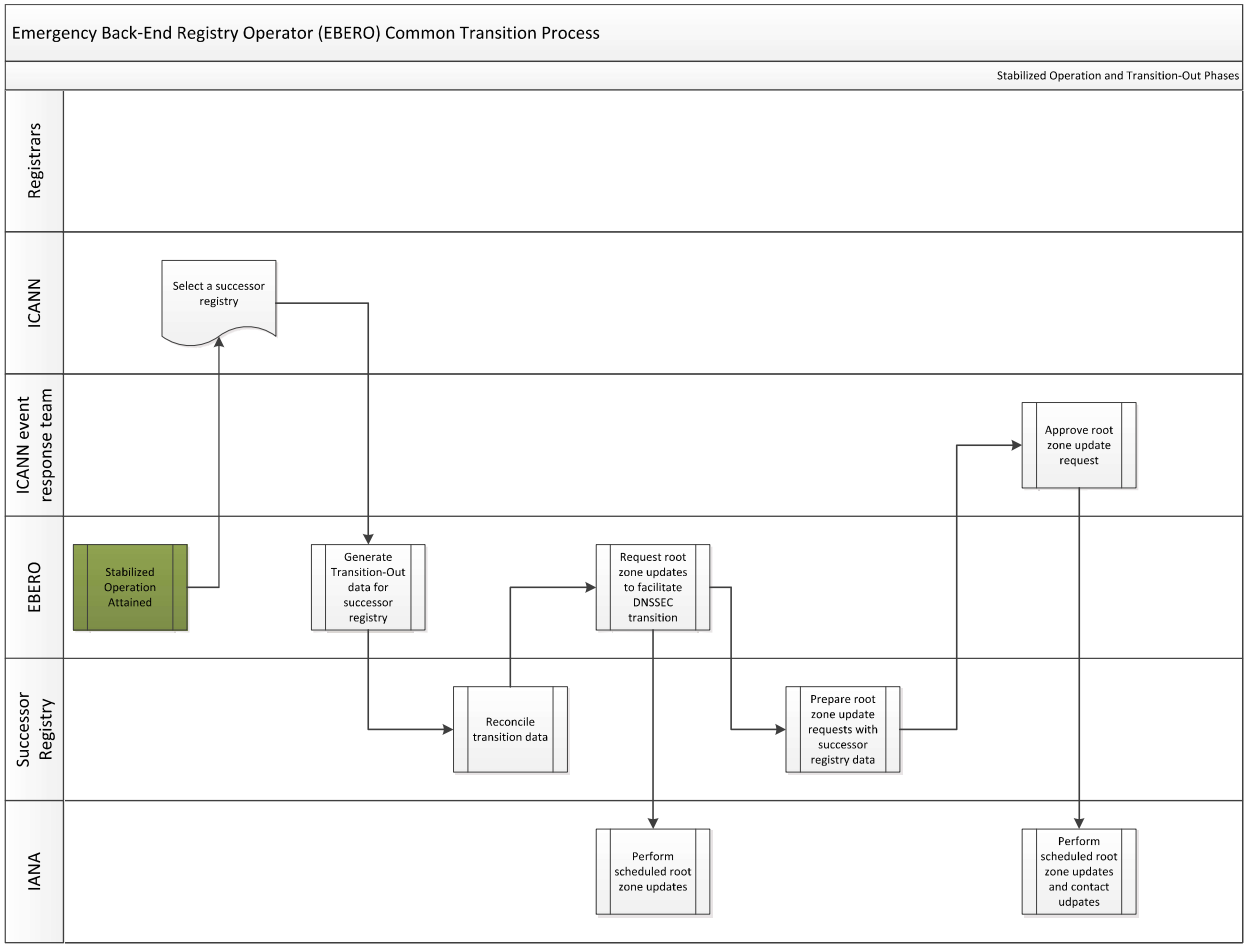

Figure 7: EBERO Event Common Transition Process, Transitioning Out of EBERO

3.2 Ready State

During the ready state, there is no crisis and no atypical risk of an EBERO event occurring. The registry is operating normally. ICANN is monitoring the registry and operating a zone file repository to ensure that zone file data is no more than 24 hours old in the EBERO repository.

During the Ready State, ICANN and EBEROs will (on a monthly basis) confirm 24x7 contact and regular management "call lists" (assigned management personnel, e-mail, office phone numbers, etc.) for non-emergency communication. In addition, appropriate public key distributions may occur with this routine monthly communication. Monthly contact updates are described in section *5 Monthly Contact Information Update Procedure for EBEROs*.

3.3 Heightened Alert State

An exhaustive list of conditions used to evaluate the decision to trigger EBERO is **not** detailed in this high-level description. Example of conditions sufficient to invoke a state of heightened alert might include a registry requesting a transition to EBERO or a registry reaching a failure state that has utilized

10% of the emergency threshold timing window as described in Specification 10 of the new gTLD agreement. During a Heightened Alert State, ICANN will be trying to work with the registry to remediate the service problems.

Service	Specification 10 Emergency Threshold To Trigger Heightened Alert
DNS	24 minutes of total downtime / week
DNSSEC	24 minutes of total downtime / week
RDDS	144 minutes of total downtime / week
SRS	144 minutes of total downtime / week
Data Escrow	1008 minutes after the issuance of a Compliance notice of (a) failure to receive notification of required escrow deposits; or (b) failure of deposits to pass verification.

Figure 8: Heightened Alert Performance Thresholds

When Heightened Alert State is entered, the ICANN EBERO Steering Committee—a group comprised of management and senior executives from ICANN—will name an EBERO Event Director. The EBERO event director (Event Director) will streamline the execution and decision processes within ICANN and allow for the rapid response to changing conditions and needs. It is within the discretion of the Event Director whether and when to identify the TLD string reaching a Heightened Alert state. When an Event Director is named, ICANN's operations function will select an EBERO and notify both the EBERO's and IANA's 24x7 emergency contacts, announcing that a Heightened Alert State exists. ICANN's operations team will also open a virtual collaboration space (for example, this could include screen sharing technology (e.g. Adobe Connect) and voice sharing (e.g. telephone conference bridge); the specific technologies may be revised based on circumstances). In addition, ICANN's operations team will communicate authentication credentials and addressing information needed to perform transition data retrieval should an event be declared. ICANN's operation team will ensure that zone file data is placed in an accessible area of the zone file repository for the EBERO during the state of Heightened Alert.

EBERO assignments will be made first in, first-out. The specific starting order will be determined during the contracting phase, with specific TLD exemptions being written into an addendum to the contract to address situations where EBERO transition could pose specific legal challenges (for example, a registry operated in a region under sanctions from the jurisdiction in which the EBERO operates). In addition, that addendum will identify any strings where the back-end provider requests to be moved to "last in line" for moral or mission conflict purposes. Finally, an EBERO may put itself "last in line" during a particular period, due to circumstances such as planned maintenance or capacity considerations (already transitioning a TLD, operating in a contingency due to a disaster, etc.). The EBERO is responsible for immediately notifying ICANN of any developments or situations which would limit its ability to successfully perform its responsibilities as an EBERO. There is no assurance that the "last in line" will not still need to be selected, but the preference of the EBERO service provider will be considered.

Heightened Alert State will provide the opportunity for EBEROs to activate staff so that they can respond should an EBERO event be declared. It also provides an opportunity for IANA to coordinate with the root zone management partners to ensure that root zone updates can occur promptly. If the TLD string

is disclosed by the Event Director, Heightened Alert State provides an opportunity for ICANN's operations team to ensure that the EBERO has access to the ICANN-managed zone file repository for the failing registry. During a Heightened Alert State, the EBERO service provider **may** be able to and **may** retrieve zone files.

The Event Director will notify the selected EBERO and IANA to trigger heightened alert **within 1 hour of an Event Director being named *or* at least 4 hours prior to an EBERO event being able to be declared**. This communication will include:

- Name, email and other identification of the Event Director
- Contact information for the collaboration technology
    - Call bridge access numbers
    - Collaboration tool access instructions
    - Any event authentication credentials (keywords, passphrases, etc.) required.
- A high level description of the circumstances leading to the event (for example, "A small (less than 1000 domain names under management) gTLD was detected as not offering SRS services for 4 hours and has been non-responsive to our attempts to remediate. The soonest the Event Director could declare an event would be at 01:00 UTC, in approximately 6 hours. We are opening a conference bridge for an event response team now.")

ICANN and the EBERO may consider opening the event collaboration channels to observers from other EBERO service providers. This is could be a valuable cross-training opportunity, but is of secondary importance to EBERO emergency responses and thus is not required.

It is not anticipated that a state of heightened alert would exist for a period of more than 24 hours prior to an event being declared in the current model.

3.4 Event Declared State

From a Heightened Alert state, a decision loop is entered: should the Event Director declare an event, triggering the preparation by the EBERO to transition DNS and DNSSEC services for the top level domain? The situation will be weighed on a case-by-case basis, considering whether the transition would be better or worse for the stability, security and resiliency of the DNS. Inputs from various ICANN departments including registry and registrar liaison, security, and technical expertise on DNS and registry functions will evaluate the risks so that the Event Director can hold his or her decision, or can direct the EBERO and IANA to proceed with DNS transition or, if circumstances warrant, end the event.

Once an event is declared, the EBERO will obtain a copy of the TLD zone file. The zone file retrieval procedure is described in section *6 Zone File Retrieval Procedure for EBEROs*. Upon successful retrieval, the EBERO will re-sign the zone within its infrastructure in accordance with the requirements of DNSSEC and the EBERO's (approved) DNSSEC practice statements. Note that during parts of the transition, the re-signed zone could result in some DNSSEC signed domain names becoming non-functional due to failing validation.

The EBERO will have four (4) hours to obtain a copy of the zone file and have a working DNS zone ready for changing the delegation records (NS and DS) in the root zone, and within those same four hours, must have the DNS zone signed and operating in accordance with the requirements of DNSSEC, starting from the time that the event is declared and the communication of that event is **received** by the EBERO.

ICANN will prepare a request to release escrow deposits for the escrow agent as soon as the event is declared, but will not transmit the request until the decision to Transition-In is made. ICANN should perform necessary compliance notifications to meet its contractual and procedural obligations.

It is possible to hang in this "pending decision to Transition-In" status, as last ditched efforts to correct the registry problem are attempted. However, it is expected that ICANN will not keep an EBERO in this status for more than 24 hours, unless the status is part of a scheduled and agreed upon drill. If time and circumstances permit, this time could be used for DNS/DNSSEC pre-delegation testing of the transitioned zone by ICANN.

3.5 Transition-In State

Transition-In describes real, widely visible changes to the behavior of the Internet's system of unique identifiers. Transition-In is triggered by the order of the Event Director. The Event Director will be advised by ICANN security, compliance, registry technical liaison, registrar liaison, and the EBERO as to the readiness of the zone for transition. Once authorization to proceed is given, events should proceed to stable operation without blocking decision points. Declaring an event will trigger ICANN processes for communication to registrars and the community; in addition, compliance notifications should be sent.

Task	Description	Depends	Maximum Time to Complete within SLA	Responsible Party
1	Declare Event		Initial event	Event Director
2	Acknowledge Service Order	1		EBERO Event Manager
3	3.5.1 Retrieve Zone File and Prepare DNS and DNSSEC for re-delegation	2	+4 hours	EBERO
4	Prepare root zone update request	2	+4 hours	ICANN
5	Prepare escrow release order	2	+4 hours	ICANN
6	Authorize Transition-In	3,4		Event Director
7	3.5.2 Update Root Zone	6	+4 hours	IANA, Root Management Partners
8	3.5.3 Escrow Release	5,6	+24 hours	Registry Escrow Agent, ICANN
9	DNS/DNSSEC Operational	7		
10	3.5.4 Escrow Release to EBERO	8	+2 hours	ICANN, EBERO
11	Acknowledge receipt of escrow release	10		EBERO Event Manager
12	3.5.5 Populate SRS from escrow deposits and	11	+72 hours	EBERO

Task	Description	Depends	Maximum Time to Complete within SLA	Responsible Party
	zone file data			
13	3.5.6 Listing of Discrepancies between escrow data and zone file	11	+72 hours	EBERO
14	SRS Operational	12,13		
15	3.5.7 Populate RDDS from SRS; begin SRS and RDDS operation	14	+24 hours	EBERO
16	RDDS Operational	15		
17	Prepare to make escrow deposits	16	+24 hours	EBERO
18	3.5.8 Begin Escrow Deposits	17		
19	TRANSION-IN COMPLETE: STABILIZED OPERATION BEGINS	6, 9, 14, 16, 18	Event+150 hours	

Figure 9: Transition-In Tasks and Timeline

3.5.1 Retrieve Zone File and Prepare DNS and DNSSEC for Re-delegation

The EBERO will obtain the most up-to-date copy of the registry's zone file from ICANN and will prepare a DNS constellation to provide the DNS with DNSSEC service. Note that re-delegation of the TLD can only occur after this task is complete.

3.5.2 Update Root Zone

The Root Zone must be updated to contain appropriate NS, DS and glue records. IANA is notified of a root zone update, performs its mandatory checks and coordinates changes with the root zone partners to ensure the change occurs. The Event Director will authorize a request to IANA for NS, DS and glue record updates in the root, which will be prepared by ICANN staff with technical data provided by the EBERO. While no specific service levels are defined, our current understanding is that all root zone parties are both committed to 24x7 response capabilities, and that the timing commitments from those entities will facilitate (barring problems uncovered with mandatory checks) a root zone update within 4 hours of request, assuming that a heightened state of alert was achieved.

3.5.3 Escrow Release

The registry's escrow agent must receive an authorized request to release the escrow deposits for the troubled registry to ICANN. While, contractually, this must occur within 24 hours of request, ICANN will transmit that request only upon authorization from the Event Director. There is no secrecy around this request, but no formal notification mechanism will be used to inform the EBERO of the release request being transmitted; informal communication (on the event bridge) is deemed sufficient to set a timing expectation as to when the escrow deposits will become available to EBERO.

3.5.4 Escrow Release to EBERO

ICANN will receive escrow releases directly from the escrow agent, then will use an ICANN key and re-encrypt the data using the EBERO's public key. In either event, the specific communication channel used to transmit escrow data to the EBERO is to be determined. If an ICANN public key is used in the escrow release, then ICANN will provide a properly decrypted (and, as needed, re-encrypted using an EBERO provided public key) within 2 hours of receipt. This process is described in section *7 Escrow Release Protocol and Procedures for EBEROs*.

3.5.5 Populate SRS from Escrow Deposits and Zone File Data

The EBERO will import the zone file and escrow deposits into its EBERO SRS, handling discrepancies between the two data sources using an algorithm described in *9 Handling Discrepancies between Data Sources during Transition*.

EBEROs will be responsible for using the latest zone file retrieved from ICANN, and for using the last full escrow deposit and any applicable incremental deposits released to the EBERO through ICANN. Unmodified copies of the data files used to populate the SRS must be retained by the EBERO.

3.5.6 Listing of Discrepancies between Escrow Data and Zone File

The EBERO will reconcile escrow and zone file data as part of the SRS import process, and generate a list of the discrepancies between the two sources using the algorithm described below in *9 Handling Discrepancies between Data Sources during Transition*. The action taken on any discrepancy must be included in this listing. The listing will be both communicated to ICANN and preserved as part of the Transition-Out documentation to be provided to any successor registry.

3.5.7 Populate RDDS from SRS; Begin SRS and RDDS Operation

In keeping with customary practices for registries, the RDDS will be populated from the SRS system or will query the SRS system directly. Thus, RDDS operation must be operational no more than 24 hours following the activation of SRS and SRS must be operational no more than 72 hours following receipt of escrow data. Note that RDDS operation includes zone file availability to other EBEROs.

Once SRS and RDDS are confirmed to be operational, the Event Director will request any additional IANA changes to update contacts for authorized changes to the registry's operation, ensure WHOIS works properly, etc.

The SRS must not allow any transform, create or delete commands until the first full escrow deposit has been generated and validated by the escrow agent to guarantee a known good state for escrow transfers.

Once SRS is operational, the following table describes the transaction types that should behave in compliance with STD69 (i.e.: RFCs 5730, 5731, 5732, 5733, 5734 and 5910 or successors); however, from a policy standpoint, certain transactions must be rejected as unauthorized by EBERO operational policy.

Note that only the DS interface of RFC 5910 must be supported.

Reference	Command type	Mandatory Result in EBERO
RFC5731 3.2.1	<domain:create>	Code 2201 "Authorization Error"
RFC5731 3.2.2	<domain:delete>	Code 2201 "Authorization Error"
RFC5731 3.2.3	<domain:renew>	Code 2201 "Authorization Error"
RFC5731 3.2.4	<domain:transfer>	Code 2201 "Authorization Error"
RFC5731 3.2.5	<domain:update> For any updates **other than** those affecting: <contact:*>, <ns:*> <secDNS:*>, <registrant:*>	Code 2201 "Authorization Error"

Figure 10: Unauthorized EPP transactions during an EBERO event

3.5.8 Begin Escrow Deposits

The EBERO transitioned registry must perform the five critical registry functions. Escrow deposits must begin at the first scheduled deposit time that is a minimum of 24 hours after activation of SRS. An SRS that becomes live on at any time on Day 1 (00:01 to 23:59 UTC) would be required to make Day 3's 00:00 deposit, assuring a minimum of 24 hours to begin deposits. The first deposit must be a FULL deposit, regardless of the day of week on which it occurs to ensure that the escrow begins at a known good state.

EBEROs are expected to be able to interoperate with ICANN's contracted escrow provider for EBERO prior to an EBERO event, so that operational deployment is limited to capturing configurable parameters.

All EBERO escrow deposits must be in XML format (not CSV).

3.6 Stabilized State

In the stabilized state, the registry operates with limited changes (no domain transfers, domain delete, domain renewals, or domain creates). Domain names must not be expired. Registrant, contact, NS and DS updates must be supported via EPP. The EBERO must support manual updates when requested via e-mail from the Event Director (or designee) on a commercially reasonable, good faith best effort basis. The EBERO must support the URS process as defined by the URS requirements in the gTLD registry agreement with the exception that Domain Names never expire.

3.6.1 Reporting Functions

The EBERO will begin to generate reporting data, as a query able system or as scheduled reports as described in *10 Critical Performance Metrics and Reporting Structures*.

3.6.2 Registrar Credentialing and SRS Access

While EBEROs are required to permit any registrar to credential with them prior to an EBERO event, only especially large registrars or existing registrars for the EBERO service provider's non-EBERO registry operations are expected to undertake the technical resource investment of establishing those credentials before an EBERO event occurs. As a result, a credentialing process (perhaps the standard credentialing process the EBERO already operates) will be required.

Once a registrar has credentials and passes whatever necessary technical validations required by the EBERO, it will have access to SRS and can make changes within the prescribed parameters of an EBERO SRS.

3.6.3 Conflict Dispute Resolution

In extreme cases, data discrepancies may require some form of (as yet undefined) dispute resolution process to examine the available data and make a determination as to the proper registrant or sponsoring registrar. Such a process might be adapted from the registrar transfer dispute resolution process, but needs to be performed by ICANN or a party ICANN decides to contract.

Given that the Transition-In process reconciles differences between a registry's released escrow deposits and a zone file, and given the nature of the mandatory algorithm, there are at least four critical classes of dispute as described in the table below.

Alleged Change	Path to resolution
Registrant	There are several ways in which a registrant could be inadvertently changed (out of date or incomplete SRS). As long as the registrar is correct, this doesn't really require a dispute resolution process. The registrar will presumably have documentation and can figure out who is the registrant from data in in their own system. However, the current technical model will require that ICANN approve all registrar transfers (to avoid billable events occurring within the SRS).

Alleged Change	Path to resolution
Domain Name Registration Status	Registrants or their registrars may dispute the specific status of any given domain name registration; changes may occur after an escrow deposit is created that would not be reflected in a transitioned registry based on those escrow deposits. This is especially important if the change in status would result in the domain name not being included in the zone file. Any resolution of this issue will involve weighing and validating the veracity of technical evidence.
Registrar where one of the involved registrars is a placeholder (reserved registrar)	This scenario occurs when the Transition-In is forced to use an escrow deposit that's older than the creation of the domain at the originating registry. Such discrepancies should already be identified as part of the Transition-In process. Any resolution of this issue will involve weighing and validating the veracity of technical evidence.
Registrar where none of the involved registrars is a placeholder (reserved registrar)	This scenario occurs when a domain transfer has occurred that was not reflected in the escrow deposit. There is no good way to predict that such discrepancies exist, but there should be a "statute of limitations" that limits how long this process needs to be available. Any resolution of this issue will involve weighing and validating the veracity of technical evidence to resolve. Potentially, this may require input from two parties, if there is dispute. If both involved registrars agree that this is an error, provide documentation that the transfer between registrars did occur after the escrow file was generated and before the transition event occurred, and agree on a recommended resolution, the Event Director (or their designee) should approve the change and have the EBERO make the change to the SRS.

Figure 11: Allegations of Improper Changes during Transition

3.6.4 ICANN Selection of a Successor Registry

It is ICANN's responsibility to identify a successor registry to end the EBERO event and that all selection processes are assumed to be able to be fully completed with sufficient time to complete a Transition-Out within one year.

3.7 Transition-Out State

The intent of all EBERO transitions is to be temporary and to swiftly return the registry to normal operations. While the specific Transition-Out process may include some kind of negotiated process, several functions and responsibilities will be common to any EBERO Transition-Out. Any Transition-Out process should be expected to take at least several weeks due to the need to reconcile data at the receiving registry and routine delays involved in DNSSEC key rollovers.

3.7.1 Generate Transition-Out Data

This step only applies to successor registries that are not the EBERO.

The EBERO will use the data escrow deposit format to provide the necessary data for an EBERO Transition-Out. In addition to the current status (as described in an escrow deposit) of the transitioned registry, the EBERO should be expected to provide copies of the original escrow deposits and zone file that it used to perform Transition-In, as well as a copy of the first full escrow deposit representing the EBERO's initial state.

Because only the EBERO can authoritatively state what data was used by the EBERO, it must be the source of data to the receiving registry; however, duplicate data may also be provided by ICANN.

Data Type	Provided by EBERO to receiving registry	Provided by ICANN to receiving registry
Released Escrow deposit from originating registry	Yes	Yes
Zone file used for Transition-In	Yes	Yes
Report of discrepancies and how they were handled during Transition-In	Yes	Yes
Initial Escrow-formatted status of registry taken when Transition-In was completed	Yes	No
Escrow-formatted current status of registry at time of Transition-Out	Yes	No
Read-only access to EBERO SRS for a period of no less than 30 days	Yes	No
Copy of each manual change request made by ICANN to the EBERO	No	Yes
Log of detailed transform transactions on a specific domain name for a period of no less than 30 days for any domain name associated with a discrepancy during Transition-In or subject to any manual change requested by ICANN.	Yes	No

Figure 12: Data Sources for Transition-Out

3.7.2 Reconcile Transition-Out Data

Data reconciliation is expected to be the responsibility of the receiving (successor) registry. The EBERO will provide a current, validly formatted copy of a full escrow deposit reflecting the registry as it is being operated by the EBERO, but that information may be missing linkages or could require additional data to meet the successor registry's particular technical or business model. That is, bluntly, beyond the scope of EBERO functionality: the EBERO exists to provide temporary stabilization. The successor must receive functional data, but that data might not conform to the specific desired organizational or structural features of the receiving registry operator.

For as long as the EBERO provides technical operation of the critical functions of the zone, it is expected that the EBERO will provide updates (occurring no more frequently than daily) of the output data to the successor.

3.7.3 DNSSEC Key Rollover to New Successor Registry Key

As needed, the EBERO will cooperate with getting updated DS records for the successor registry included in the root by IANA, to facilitate transition of DNSSEC services to the successor registry.

3.7.4 Scheduled Root Zone and IANA Updates

The EBERO will request technical updates with IANA, in conjunction with ICANN staff under the direction of the event director as appropriate, to facilitate a smooth transition of the registry to the successor.

4 EBERO Service Levels

4.1 Ready State

Action	Party	Service Level
Contact information refresh/update	EBERO	No less frequently than once every 45 days, with the intent being that an update occur by the fifth business day of each month by e-mail
Operate zone file repository	ICANN	This service will operate at a minimum of 99.9% uptime and will be synchronized to the gTLD's master to within 24 hours.

Figure 13: Ready State Service Levels

4.2 Heightened Alert State

Action	Party	Service Level
Notify "first in line" EBERO and IANA of heightened risk of EBERO event	ICANN	Within one (1) hour of the Event Director being named, *or* no less than four (4) hours prior to an EBERO event being declared.

Figure 14: Heightened Alert State Service Levels

4.3 Event Declared State

Action	Party	Service Level
Ensure that the zone file is available to the EBERO from the ICANN-operated repository	ICANN	Zone file must be accessible to the EBERO prior to DNS/DNSSEC transition, or service level timings must be relaxed.
Prepare DNS and DNSSEC operations for zone from ICANN-provided copy of zone file	EBERO	Service must be ready for delegation within 4 hours from event declaration and zone file availability.
ICANN will trigger the event or move to a lesser state of readiness	ICANN	ICANN may take up to 24 hours, or longer if the EBERO is so advised, to make the decision to transition.

Figure 15: Event Declared State Service Levels

4.4 Transition-In State

Action	Party	Service Level
IANA performs root zone update processes	IANA, Root Management Partners	No service level is currently defined; current best estimate is that we can obtain a root zone update within 4 hours, assuming that we start from a state of heightened alert.
Release Escrow Deposits to ICANN or ICANN designee	Registry Escrow Agent	Deposits must be released within 24 hours of the order coming from ICANN.
Release Escrow Data to EBERO	ICANN	Escrow files will be made available for transfer to the EBERO within 2 hours of the escrow release being received at ICANN.
Escrow-Zone File Discrepancies Identified with Notification to ICANN	EBERO	The discrepancies and actions taken on those discrepancies between the zone file and the escrow deposit must be identified, and notification of those discrepancies must be transmitted to ICANN prior to SRS becoming operational (in less than 72 hours from receipt of the escrow data)
SRS operational	EBERO	The EBERO must have SRS operational (able to receive commands from authorized registrars, the set of which must include the ICANN test registrar) within 72 hours of receipt of the escrow data.
WHOIS operational	EBERO	The EBERO must answer WHOIS queries based on transitioned SRS content within 24 hours of SRS becoming operational
Escrow Deposits	EBERO	The EBERO must begin making escrow deposits for the transitioned registry no more than 24 hours after the beginning of the day following the day SRS becomes operational.
Request IANA Authorization Database Updates	ICANN	The Event Director must approve a root TLD change template to update the technical (EBERO) contacts for the TLD based on the form listed at http://www.iana.org/domains/root/tld-change-template.txt and submit that form to IANA. ICANN will pre-populate the sections that are not EBERO responsibility. The Event Director will approve this form within 1 business day of its submission from the EBERO.

Figure 16: Transition-In State Service Levels

4.5 Stabilized Operational State

Action	Party	Service Level
DNS, DNSSEC, RDDS, SRS and Escrow	EBERO	Performance service levels will be compatible with the specifications to the new gTLD Registry Agreement. Any exceptions to the specifications will need to be identified and detailed.
Begin Reporting Functions	EBERO	Monthly reporting should be operational no later than the end of the month following the month that the EBERO reaches a stabilized state.
Accredit registrars	EBERO	A registrar will be given access to the OT&E environment within 1 business day (at the primary place of business of the EBERO) of request, once a Stabilized Operation State is achieved; should volumes of registrars being accredited exceed 20 per day, accrediting twenty (20) registrars per day on a first-come, first-served basis shall meet this service level. After each registrar meets EBERO-defined validation tests, the EBERO will have up to two (2) additional business days to provide access.
Selection of a Successor Registry	ICANN	This is expected to occur with sufficient speed to ensure that Transition-Out can occur as scheduled. Obviously, many circumstances outside ICANN's control are involved.

Figure 17: Stabilized Operational State Service Levels

4.6 Transition-Out State

Action	Party	Service Level
Generate Transition-Out Data	EBERO	Barring agreement between EBERO and successor registry otherwise, Transition-Out data will be provided within 1 business day of request.
Reconcile Transition Datasets	Successor Registry	Barring other agreement between EBERO and successor registry, the maximum time to resolve before the successor registry may incur financial penalties that will be used by ICANN to pay the EBERO to continue back-end operations should not exceed 28 days.
Root Zone and IANA Updates	IANA	Scheduled basis.

Figure 18: Transition-Out State Service Levels

5 Monthly Contact Information Update Procedure for EBEROs

During the Ready State, ICANN and EBEROs will (on a monthly basis) confirm 24x7 contact and regular management "call lists" (assigned management personnel, e-mail, office phone numbers, etc.) for non-emergency communication. In addition, appropriate public key distributions will occur with this routine monthly communication. The detailed list of elements may be updated by ICANN from time to time.

Each EBERO will provide a critical call list of this nature to ICANN the monthly basis. Critical call list information includes:

- 24x7 telephone contact number.
- Team OpenPGP (PGP) public keys (which should rotate on some frequency TBD); PGP keys are used to protect data and files being transferred between ICANN and the EBERO.
- Team SSH identity public keys (which should rotate on some set by ICANN from time to time); SSH identity keys will be used to authenticate and authorize certain file transfers from ICANN to the EBERO.
- List of individuals who can serve as EBERO Event Manager, showing a schedule and escalation path if more than one individual is involved.
    - Office telephone number
    - E-mail address
    - Cell phone/pager
    - PGP public key (optional)
- Optional: any other key players within the organization who are likely to play a team role in EBERO transitions.
    - Name
    - Description of role
    - Email address
    - PGP public key (optional)
    - Phone numbers (optional)
- A list of all authorized IP addresses for the EBERO to retrieve zone file and released escrow deposit data must be sent as part of the monthly contact update.

ICANN will provide a similar call list of this nature for critical ICANN contacts on the same schedule as EBEROs, and will include addressing information for access to zone files and released escrow deposits. Authentication credentials will be sent by ICANN to each EBERO Event Managers or their designees under separate cover as needed.

The normal operation mode is for each EBERO to provide this information to ICANN by the fifth business day of the month, every month, with updates if something that could affect ICANN's ability to contact the EBERO in the event of an emergency.

Notifications will be sent to ICANN at an e-mail address specified by ICANN from time to time or via other communications channels established in consultation with all EBERO providers.

6 Zone File Retrieval Procedure for EBEROs

ICANN will operate a zone file repository of all TLDs that are eligible to Transition-In to EBERO, for the purpose of facilitating EBERO transitions. It is ICANN's responsibility to ensure that the repository has a sufficiently current zone file, and that the zone file is updated from an authoritative source at least once every 24 hours, and to ensure that the zone file undergoes some validation to ensure the file is loadable. Any zone file that is inaccessible when an event is declared will immediately relax the transition SLAs until such time as the zone file becomes available. Only those zone files for TLDs which have reached a state of heightened alert or have had an event declared will be accessible to the assigned EBERO for that (real or simulated) incident. During a state of heightened alert or when an event is declared, the EBERO will be notified by the Event Director when zone files are accessible.

Access to the repository will occur via the Secure Shell (SSH) protocol. Network addressing and authentication credentials will be provided by ICANN from time to time. Updated methods for zone file retrieval may be developed in consultation with all EBERO service providers.

7 Escrow Release Protocol and Procedures for EBEROs

7.1 Notification

All notifications described in *7 Escrow Release Protocol and Procedures for EBEROs* are going to be made using the virtual collaboration space created as part of the state of heightened alert. Many notifications will be verbal only: the purpose of notice is to ensure that proper actions are triggered in a timely manner.

7.2 Escrow release from Registry Escrow Agent to ICANN

ICANN is the beneficiary of the escrow agreement. ICANN will provide authorization to the escrow agent. The escrow agent will then provide an encrypted release to ICANN via SFTP, encrypted with a previously shared ICANN PGP public key.

7.3 ICANN Decryption and Re-encryption of Escrow Deposits for EBERO

Upon receipt, ICANN staff will decrypt the escrow deposit using ICANN's escrow private key and will verify the deposit appears to be of the particular TLD. The decrypted data in the escrow release will be combined into a single tar ball and then be encrypted/compressed using the EBERO's previously shared PGP public key and signed using ICANN's private key.

7.4 Escrow Release from ICANN to EBERO

The re-encrypted escrow deposit archive will be placed on an SFTP server operated by ICANN and notification will be given to the EBERO that the escrow is available for retrieval.

The EBERO staff will notify ICANN at each of the following stages of success or failure:

1. Initiation of retrieval of the file
2. Completion of retrieval of the file
3. Verification of the signature on the file
4. Decryption/Decompression of the escrow deposits

Once the archive is successfully decompressed and decrypted, the EBERO is considered to have received the escrow release.

8 Data Retention after Transition-Out/Discontinuation of EBERO

All transitioned registry data belongs to the originating registry, and is temporarily in the custody of ICANN and has been entrusted to the EBERO for operational purposes only. The EBERO has no ownership stake in the data.

Following the Transition-Out or discontinuation transitioned operation; the EBERO will generate and make a complete, accurate, and validation-passing escrow deposit. Once that deposit is confirmed to be valid, the EBERO will continue to hold data from the transitioned registry for a period of no less than 30 days, to ensure that read-only research can be performed as requested by the successor registry against the shared registration system to clarify any data issues.

After that 30 days, and no more than 120 days later, the EBERO will eliminate all live copies of data derived from the released escrow deposits. Backup images may be cleared in the normal course of backup management as defined by the EBERO. However, any such backup images will not be used to intentionally obtain access to EBERO data; any accidental or incidental access to EBERO data from such backup images will be promptly reported to ICANN, and the recovered data specific to EBERO will be promptly eliminated, unused.

9 Handling Discrepancies between Data Sources during Transition

Because the zone file is expected to be constantly updated, but the escrow deposits only occur once per day, some level of disagreement between the two sources seems likely to occur. However, the handling of discrepancies must be uniform across EBEROs to reduce the complexity of any exit strategy from EBERO to a successor registry.

The zone file will contain resource records for domain names within the zone, specifically NS, optionally DS records for those domains, and potentially A and AAAA glue records. Those resource records are considered authoritative for the top level domain. In any case of disagreement, the information from the newest source of data (described below) should be accepted. At a high level, the data escrow data will contain descriptions of SRS objects, including domains (with DNSSEC extension data), hosts, and contacts. These two separate and distinct data sources must be combined to form a coherent view of the registry data.

9.1 Data Selection Principles

The **newest source of data** (between the escrow deposits and the zone file) is considered authoritative for handling disagreements between data sources. For purposes performing this analysis, an escrow file that is two (2) or more days more recent than the zone file is considered "newer"; In cases where the relative age is very close (within 48 hours), the zone file will be considered authoritative, on the strength of the review that publication creates. Data selection should still be flavored by Postel's Law, being liberal in what is accepted.

In cases where the escrow file is newer, a new zone file can be generated out of escrow. However, the expected, typical case will revolve around the zone file being newer than the escrow deposit, which implies:

- Any domain name listed in the zone file must have a corresponding domain object created in the SRS.
- Any domain that exists in the escrow deposit, but does not exist in the zone file, will be added to the SRS in a serverHold state. Any unknown state in the escrow deposit will be considered ACTIVE, based on business rules (existing name servers).
- Any domain object created from the zone file needs to have a populated entry in the SRS, even if the escrow data was incomplete or missing for that domain name. Any domain object created in the SRS from the zone file information only must have placeholder registrar linkages, as well as placeholder contact and the name server host records.

9.2 Placeholder Data

Domain objects which do not exist in the escrow deposit, but exist in the zone file, will require placeholder data. While NS and DS records will not require placeholders (they can be populated directly

from the zone file), appropriate contact data and registrar linkages must be created and is described below.

Placeholder contact data may be updated by ICANN from time to time to reflect current customer service contact points and are described at 12 Appendix: EBERO Placeholder Data. Any such updates required to the contact data will need to be applied by the EBERO in a timely manner, using commercially reasonable best effort.

9.3 Reconciling Divergence between the Zone File and Escrow Deposit

If the data sources agree, there the outcome is trivial: use the (more complete) escrow data, as it contains all relevant fields.

Nature of Divergence between data sources	Escrow newer than zone file	Zone file newer than escrow	Zone file and Escrow approximate same age (within 48 hours)
Domain exists in zone file, but not in escrow deposit	Create domain with placeholder records (because it could be a variant name that doesn't have an explicit SRS object)	Create domain with placeholder records	Create domain using placeholder records
Domain does not exist in zone file, but exists in escrow deposit	Create domain using content from escrow	Ignore the domain from the escrow deposit	Create domain using content from escrow (Postel's Law)
Object exists in both zone file and in escrow deposit, but values do not match	Create object in SRS using escrow deposit data; if an object is missing in the escrow deposit, and if that object is referenced in the escrow deposit, and that object is available in the zone file, use the data from the zone file.	Create object in SRS using escrow deposit data, then update using values from zone file	Create object in SRS using escrow deposit data, then update using values from zone file

Figure 19: Discrepancy Management Rules for Objects in the Zone File

9.3.1 Missing Registrar Objects

It is possible to reconstruct the registrar object from data available at IANA; any registrar object that cannot be reconstructed from data published by IANA (i.e.: any invalid registrar number) must be set to the IANA-assigned registrar that is reserved for EBERO use.

9.3.2 Missing Contact Objects

Contact objects: all missing contacts will use specified placeholder objects and will be recorded, so that the affected domain name and registrar are easily identifiable and summarized for future actions.

9.3.3 Data Escrow <nndn> Management Rules for IDN Variants

Because the escrow format provides for multiple ways to implement IDN variants, the EBEROs need to use a uniform method to handle each of those variant methods.

Escrow File Content	Action
<nndn> blocked or <nndn> withheld	The EBERO should create a domain name object in its SRS using appropriate placeholder values for blocked or withheld variant names described in the appendices.
<nndn> mirror	EBEROs are encouraged, but not required, to implement IDN variant bundling at the second level (that is, in this context, support a single registration controlling multiple domain names in the zone file, such that changes to the DNSSEC or name server parameters to that one registration would promulgate to all affected IDN variants automatically within the registry). Should the EBERO not implement IDN variant bundling in its SRS, it must force each variant into a linked DN in the SRS, using original source contact and registrant data.

Figure 20: <nndn> IDN variant rule management

9.3.4 Multiple External Host Objects with Different Sponsoring Registrars in the Escrow Deposit

It is possible that the escrow deposit could contain multiple external host objects with different sponsoring registrars. In such a case, the EBERO should create the external host object in the SRS, using the *most recent* entry from the escrow deposit (based on creation date).

9.3.5 Host Attributes Versus Host Objects

The EBERO must use host objects, rather than host as domain attributes, within its SRS for EBERO transitioned registries to ensure uniform operation.

9.3.6 authInfo Considerations

Any transaction that requires authInfo is, to our best understanding, impermissible. However, authInfo data should be generated with pseudorandom values at Transition-In, in the event that our understanding is incorrect for some nuance of an EBERO's SRS system.

9.3.7 Objects in a serverHold or clientHold state

Should an object be in a serverHold or clientHold state, and if the escrow file is newer (as defined above), then the domain must not be put into the zone file (respect the hold). However, if the escrow file is not newer (as defined above) and the entry exists in the zone file, then discard the hold status.

9.3.8 SRS Pending Status

Because pending statuses are standard SRS behaviors, and because implicit discrepancies could exist as a result of pending status, explicit rules are required.

Escrowed Domain Object State	Required Action
pendingDelete or pendingRestore	If the escrow deposit is older (as defined above) than the zone file, and the zone file shows the domain object is available, then the pending* status will be discarded. If the escrow deposit is newer (as defined above) the zone file, then the pending* status will be respected; this implies that the domain name should not be included in a generated zone file.
pendingTransfer	If an escrow deposit domain object is in a pendingTransfer status, we treat it as if it is correct and follow existing described rules above, and add it to the SRS. The pendingTransfer state should be reflected in SRS, even though the EBERO will not perform the transfer. Dispute resolution may be required to resolve any conflict if it is wrong, and it needs to be flagged in the log as a potential area of discrepancy.
pendingCreate	Objects in a pendingCreate status leave substantial ambiguity as to who the registrant is supposed to be. However, that ambiguity could be addressed as import rules or through dispute resolution. However, If the escrow deposit is older (as defined above) than the zone file, and the zone file shows the domain object is available, and the escrow deposit contains multiple instances of the same domain name in pendingCreate, then the domain object should be created with placeholder records (because we don't know who the registrant is). Dispute resolution will be required to resolve the conflict and the records need to be flagged as a potential area of discrepancy. If the escrow deposit is older (as defined above) than the zone file, and the zone file shows the domain object is available, and the escrow deposit contains only one instance the same domain name in pendingCreate, then the domain object should be created in the SRS sponsored by and registered to whomever the escrow deposit specifies. This situation should also be flagged as a potential area of discrepancy, however, and the dispute resolution process may be used if needed.

Figure 21: Management of pending* Status in Escrow Deposits

9.3.9 Unknown or Non-standard SRS/EPP States

All unknown or non-standard states should be ignored.

10 Critical Performance Metrics and Reporting Structures

Tracking the impact of an EBERO event is the fundamental purpose behind the reporting structures, to inform ICANN and decision-makers, as well as the community, about the breadth, scope and impact of an EBERO event on registrars, registrants, and the quality of registry data that the EBERO was able to reconstruct.

This model represents metrics of value in helping to resolve data discrepancies and engaging necessary parties to restore registrant access to update services. As such, these metrics may be released by ICANN immediately, in its discretion. Several additional, new fields have been created, which are EBERO specific operational metrics. They have been noted in the specifications below in italics.

10.1 EBERO Per-Registrar Metrics Specifications

This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-ebero-registrars-yyyymmdd.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymmdd" is the year, month and day being reported in UTC. The file shall contain the following fields per registrar and **must include the EBERO placeholder registrar** in the report:

Field Number	Field Name	Description
01	Registrar-name	Registrar's full corporate name as registered with IANA
02	IANA-id	http://www.iana.org/assignments/registrar-ids
03	total-domains	Total domains under sponsorship
04	total-name servers	Total name servers registered for the TLD
05	*Registrar-operational*	*Set to 1 if the registrar is operational at the end of the reporting period, set to 0 otherwise*
06	*Registrar-ramp-up*	*Set to 1 if the registrar has received a password for access to OT&E at the end of the reporting period but is not yet operational; set to 0 otherwise*
07	*Registrar-pre-ramp-up*	*Set to 1 if the registrar has requested access, but has not yet entered the ramp-up period at the end of the reporting period*
08	*Registrar-unknown*	*Set to 1 if the registrar has not yet requested access to OT&E at the end of the reporting period*
09	*ebero-placeholder-affected-domains*	*Number of domain names for this registrar having one or more placeholder records*

Figure 22: EBERO Per-Registrar Metrics

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

EBERO per-registrar metrics reports must be available on a daily basis starting from when the SRS becomes active until three weeks of operation into stabilized operation, then on a weekly basis on the first of the month, or on the day of month specified by ICANN when operation is stabilized.

10.2 EBERO Registry Performance Metrics Specifications

This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-ebero-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported in UTC. The file shall contain the following fields per registrar:

Field Number	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port 43) queries responded to during the reporting period
06	web-whois-queries	number of web-based WHOIS queries responded during the reporting period, not including searchable WHOIS.
07	searchable-whois-queries	number of searchable WHOIS queries responded to during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded to during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period

Figure 23: EBERO Registry Performance Metrics

EBERO registry performance metrics must be generated on a monthly basis on the first of the month, or on the day of month specified by ICANN when operation is stabilized. The EBERO will have a minimum of one calendar month to begin reporting from the point of attaining stabilized operation.

11 Requirements for Critical Registry Functions

The requirements for the EBERO's five critical registry functions (as originally described in the term sheet that all EBEROs agreed to in principle) are reproduced below.

11.1 DNS and Domain Name Security Extensions (DNSSEC)

The EBERO Provider shall provide multiple DNS service locations that are geographically diverse and can be demonstrated to fully serve domain name resolution for the global Internet in compliance with existing performance specifications. The DNS and Domain Name Security Extensions (DNSSEC) support will:

1. Provide Full DNSSEC support and capability (that is, comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 4641 and its successors), including the ability to generate new KSK and ZSK keys for the transitioned TLD, secure the keys and rotate the keys following a DPS created by the EBERO and authorized by ICANN and included as a specification to the EBERO agreement. Emergency DNS zone resigning may be a part of an emergency transition process that prospective EBERO's must be able to support, where ICANN facilitates an expedited DS publication in the DNS root zone for the transitioned TLD. Compliance with Specification 6, section 1.3 of the Registry Agreement.
2. Provide capacity to serve high volume traffic with a minimum available peak capability of 14,000 queries per second (based on an estimated 1 million aggregate domains in the subject registry).
3. Adequately address the risk of distributed denial of service attacks.
4. Provide Service Addresses demonstrating diversity in their DNS node announcement strategy.
5. Have the capacity to implement "Hashed Authenticated Denial of Existence" for DNS Security Extensions, in accordance with RFC 5155 and its successors.
6. Serve both the IPv4 and IPv6 address space. An EBERO shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the DNS root zone with the corresponding IPv6 addresses registered with IANA.
7. Apply updates to the DNS from the source data in the SRS in accordance with performance specifications described in section 2 of Specification 10 of the new gTLD agreement.
8. Adapt to additional DNS record types and keep pace with new DNS practices.

11.2 Shared Registry System (SRS)

Shared Registry System provided by the EBERO will implement standard SRS functionality but will provide by default a limited set of functionality to registrars. The EBERO SRS will meet the following requirements:

1. Billing functions are not required.
2. Domain registrations, domain renewals, domain transfers, domain restores and domain deletes MUST NOT be provided via EPP; such changes must only be supported via web user interface and must only be applicable under ICANN-approved circumstances, including but not limited to

Expedited Registry Security Requests, or decisions from UDRP,URS, or other ICANN domain name dispute resolution procedures;

3. Domains MUST not be expired and domains MUST not be auto-renewed;
4. Provide relevant EPP extensions as described in specification 6 of the base new gTLD registry agreement section 1.2;
5. Have the ability to provision registrars with a central account function to manage all registries the EBERO is currently running, that the registrar is maintaining registrations in.
6. Provide EPP server API for client interaction.
7. Provide a log of all transformation transactions in the TLD from EBERO activation until deactivation for any domain name that was subject of a discrepancy during Transition-In, or was subject to any manual change order from ICANN. Each transaction must include:
    a. serialized object prior to transformation
    b. serialized object after transformation
    c. transformation requested by (IANA ID of the registrar; any change requested by ICANN should reference the ICANN test registrar)
    d. timestamp
    e. type of transformation
8. Provide standard TLD reporting required by ICANN as described in section *10 Critical Performance Metrics and Reporting Structures*.
9. Have the ability to operate primary and secondary SRS environments in geographically diverse locations as described in Specification 6 section 3.1.
10. Have the ability to support and maintain IDN registrations, note that variant registrations must only be maintained. An EBERO will comply with Specification 6, Section 1.4 of the Registry Agreement.
11. Support bulk transfer and de-accreditations of registrars.
12. Provide operational and Test Environments.
13. Provide Change Control policies and procedures.
14. Provide Quality Assurance Programs.

11.3 Registration Data Directory Services (Whois)

The EBERO shall offer Registration Data Directory Services (RDDS) in accordance with Specification 4 (SPECIFICATION FOR REGISTRATION DATA PUBLICATION SERVICES) of the Registry Agreement. The RDDS will:

1. Provide RDDS capability to handle daily peak volume of 600,000 queries (based on an estimated 1 million aggregate domains in the EBERO operated registry system.
2. Operate RDDS environments in geographically diverse locations.
3. Ensure RDDS output compliance as specified by ICANN.
4. Comply with and support any replacement RDDS technologies sanctioned by ICANN.
5. Apply updates to RDDS from the source data in the SRS in accordance with performance specifications described in Specification 10 of the new gTLD registry agreement.

11.4 Data Escrow and Transitions

All EBEROs will support ICANN in developing a common "Emergency Registry Transition Plan" to be implemented by all contracted EBERO Providers. The EBERO will transition-in failing TLD registries from the required escrow deposit data that TLD operators must maintain daily and a copy of the failed Registry DNS zone that the EBERO is required to download daily for all new gTLDs.

Transition services will:

1. Determine and reconcile the most recent DNS zone file data between the central zone file copy and the data escrow deposit with the EBERO operated registry system.
2. Transition a registry from its own operations to a successor registry operator.
3. Obtain necessary gTLD zone files from an ICANN-operated repository of zone data when an EBERO event is declared.
4. Process raw migrations from an inconsistent data set in the worst cases, and so should have deep data recovery and mitigation capabilities.
5. Test the EBERO capabilities and readiness to accept and act upon an emergency transition at least once per year.
6. Continue to provide regular updates to escrowed data with an escrow provider, in accordance with SPECIFICATION 2 of the Registry Agreement (DATA ESCROW REQUIREMENTS).
7. Meet any new standardized Escrow format adopted by ICANN, considering that the escrowed data elements will be the same between formats and only the data formats will be different (e.g. XML and JSON).
8. Post zone files of the registries it is currently operating in the Centralized Zone Data Access System compliant with Specification 4, Section 2 of the Registry Agreement (SPECIFICATION FOR REGISTRATION DATA PUBLICATION SERVICES).
9. When transitioning from the EBERO back to the previous registry operator or to a new registry operator, collaborate with the new operator in order to achieve an orderly transition with minimum impact to registrants and gTLD users.
10. Support ICANN in monitoring and documenting emergency transition processes when they happen. ICANN will note what worked well and what could be improved in order to propose modifications to this process.
11. Maintain updated and documented processes and procedures for registry transitions and customer service.
12. Provide ICANN with a report confirming that any transition process was executed in compliance with procedures or documenting any variances.

12 Appendix: EBERO Placeholder Data

12.1 Registrar

An EBERO registrar (to be the source when the actual source is unknown) will be registered with IANA prior to production. The EBERO registrar will be the placeholder for all domain name registrations that do not have a known registrar.

12.2 Contact for Unknown Registrant, Known Registrar

Contact Field	Placeholder Structure for Unknown Registrant, Known Registrar
Individual Name	EBERO– Registrant Data Unavailable
Organization	Please Contact <registrar> Customer Service for Resolution
Address	<registrar mailing address>
Telephone Numbers	<registrant customer service phone number, if available; if not, invalid phone number>
Email Address	<registrar's customer service email address, if available; if not, mandatory registrar abuse contact; if that is also not available, invalid address>
Status	
Sponsoring Registrar	<sponsoring registrar>

Figure 24: Placeholder Contact for Unknown Registrant, Known Registrar

12.3 Contact for Unknown Registrar

Contact Field	Placeholder Structure for Unknown Registrar
Individual Name	EBERO– Registrar Data Unavailable
Organization	Please have your registrar contact ICANN for resolution
Address	12025 Waterfront Drive, Suite 300 Los Angeles, California 90094-2536 USA
Telephone Numbers	+1 310 301 5800 +1 310 823 8649 (FAX)
Email Address	See http://www.icann.org/en/contact
Status	serverDeleteProhibited, serverTransferProhibited, serverUpdateProhibited
Sponsoring Registrar	EBERO Registrar

Figure 25: Placeholder Contact for Unknown Registrar

12.4 Contact for IDN Variant Blocked

Contact Field	Placeholder Structure for IDN Variant Blocked
Individual Name	EBERO– IDN Variant Blocked
Organization	This name has been blocked as part of the registry's IDN variant policy
Address	12025 Waterfront Drive, Suite 300 Los Angeles, California 90094-2536 USA

Contact Field	Placeholder Structure for IDN Variant Blocked
Telephone Numbers	+1 310 301 5800 +1 310 823 8649 (FAX)
Email Address	See http://www.icann.org/en/contact
Status	serverDeleteProhibited, serverTransferProhibited, serverUpdateProhibited
Sponsoring Registrar	EBERO Registrar

Figure 26: Placeholder Contact for IDN Variant Blocked

12.5 Contact for IDN Variant Withheld

Contact Field	Placeholder Structure for IDN Variant WIthheld
Individual Name	EBERO– IDN Variant Withheld
Organization	This name has been withheld as part of the registry's IDN variant policy
Address	12025 Waterfront Drive, Suite 300 Los Angeles, California 90094-2536 USA
Telephone Numbers	+1 310 301 5800 +1 310 823 8649 (FAX)
Email Address	See http://www.icann.org/en/contact
Status	serverDeleteProhibited, serverTransferProhibited, serverUpdateProhibited
Sponsoring Registrar	EBERO Registrar

Figure 27: Placeholder Contact for IDN Variant Withheld

EXHIBIT C

List of Non-Designatable Top-Level Domains

As of the Effective Date, EBERO Service Provider has not identified any gTLD string in the New gTLD Program for which it cannot provide the EBERO Services.

EXHIBIT D-1

Standard Emergency Event Fee Schedule

(Attached)

EXHIBIT D-1
Standard Emergency Event Fee Table

DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee
1	$ 18,000								
500	$ 18,000	30,500	47,826	60,500	92,016	90,500	$ 128,016	120,500	$ 154,496
1,000	$ 18,000	31,000	48,636	61,000	92,616	91,000	$ 128,616	121,000	$ 154,864
1,500	$ 18,000	31,500	49,446	61,500	93,216	91,500	$ 129,216	121,500	$ 155,231
2,000	$ 18,000	32,000	50,256	62,000	93,816	92,000	$ 129,816	122,000	$ 155,599
2,500	$ 18,000	32,500	51,066	62,500	94,416	92,500	$ 130,416	122,500	$ 155,967
3,000	$ 18,000	33,000	51,876	63,000	95,016	93,000	$ 131,016	123,000	$ 156,335
3,500	$ 18,000	33,500	52,686	63,500	95,616	93,500	$ 131,616	123,500	$ 156,703
4,000	$ 18,000	34,000	53,486	64,000	96,216	94,000	$ 132,216	124,000	$ 157,070
4,500	$ 18,000	34,500	54,306	64,500	96,816	94,500	$ 132,816	124,500	$ 157,438
5,000	$ 18,000	35,000	55,116	65,000	97,416	95,000	$ 133,416	125,000	$ 157,806
5,500	$ 18,000	35,500	55,926	65,500	98,016	95,500	$ 134,016	125,500	$ 158,174
6,000	$ 18,000	36,000	56,736	66,000	98,616	96,000	$ 134,616	126,000	$ 158,542
6,500	$ 18,000	36,500	57,546	66,500	99,216	96,500	$ 135,216	126,500	$ 158,909
7,000	$ 18,000	37,000	58,356	67,000	99,816	97,000	$ 135,816	127,000	$ 159,277
7,500	$ 18,000	37,500	59,166	67,500	100,416	97,500	$ 136,416	127,500	$ 159,645
8,000	$ 18,000	38,000	59,976	68,000	101,016	98,000	$ 137,016	128,000	$ 160,013
8,500	$ 18,000	38,500	60,786	68,500	101,616	98,500	$ 137,616	128,500	$ 160,381
9,000	$ 18,000	39,000	61,596	69,000	102,216	99,000	$ 138,216	129,000	$ 160,748
9,500	$ 18,000	39,500	62,406	69,500	102,816	99,500	$ 138,816	129,500	$ 161,116
10,000	$ 18,000	40,000	63,216	70,000	103,416	100,000	$ 139,416	130,000	$ 161,484
10,500	$ 18,697	40,500	64,026	70,500	104,016	100,500	$ 139,784	130,500	$ 161,852
11,000	$ 19,394	41,000	64,836	71,000	104,616	101,000	$ 140,152	131,000	$ 162,220
11,500	$ 20,092	41,500	65,646	71,500	105,216	101,500	$ 140,519	131,500	$ 162,587
12,000	$ 20,789	42,000	66,456	72,000	105,816	102,000	$ 140,887	132,000	$ 162,955
12,500	$ 21,486	42,500	67,266	72,500	106,416	102,500	$ 141,255	132,500	$ 163,323
13,000	$ 22,183	43,000	67,860	73,000	107,016	103,000	$ 141,623	133,000	$ 163,691
13,500	$ 22,880	43,500	68,886	73,500	107,616	103,500	$ 141,991	133,500	$ 164,059
14,000	$ 23,578	44,000	69,696	74,000	108,216	104,000	$ 142,358	134,000	$ 164,426
14,500	$ 24,275	44,500	70,506	74,500	108,816	104,500	$ 142,726	134,500	$ 164,794
15,000	$ 24,972	45,000	71,316	75,000	109,416	105,000	$ 143,094	135,000	$ 165,162
15,500	$ 25,669	45,500	72,126	75,500	110,016	105,500	$ 143,462	135,500	$ 165,530
16,000	$ 26,366	46,000	72,936	76,000	110,616	106,000	$ 143,830	136,000	$ 165,898
16,500	$ 27,064	46,500	73,746	76,500	111,216	106,500	$ 144,197	136,500	$ 166,265
17,000	$ 27,761	47,000	74,556	77,000	111,816	107,000	$ 144,565	137,000	$ 166,633
17,500	$ 28,458	47,500	75,366	77,500	112,416	107,500	$ 144,933	137,500	$ 167,001
18,000	$ 29,155	48,000	76,176	78,000	113,016	108,000	$ 145,301	138,000	$ 167,369
18,500	$ 29,852	48,500	76,986	78,500	113,616	108,500	$ 145,669	138,500	$ 167,737
19,000	$ 30,550	49,000	77,796	79,000	114,216	109,000	$ 146,036	139,000	$ 168,104
19,500	$ 31,247	49,500	78,606	79,500	114,816	109,500	$ 146,404	139,500	$ 168,472
20,000	$ 31,944	50,000	79,416	80,000	115,416	110,000	$ 146,772	140,000	$ 168,840
20,500	$ 32,641	50,500	80,016	80,500	116,016	110,500	$ 147,140	140,500	$ 169,208
21,000	$ 33,338	51,000	80,616	81,000	116,616	111,000	$ 147,508	141,000	$ 169,576
21,500	$ 34,036	51,500	81,216	81,500	117,216	111,500	$ 147,875	141,500	$ 169,943
22,000	$ 34,733	52,000	81,816	82,000	117,816	112,000	$ 148,243	142,000	$ 170,311
22,500	$ 35,430	52,500	82,416	82,500	118,416	112,500	$ 148,611	142,500	$ 170,679
23,000	$ 36,127	53,000	83,016	83,000	119,016	113,000	$ 148,979	143,000	$ 171,047
23,500	$ 36,824	53,500	83,616	83,500	119,616	113,500	$ 149,347	143,500	$ 171,415
24,000	$ 37,522	54,000	84,216	84,000	120,216	114,000	$ 149,714	144,000	$ 171,782
24,500	$ 38,219	54,500	84,816	84,500	120,816	114,500	$ 150,082	144,500	$ 172,150
25,000	$ 38,919	55,000	85,416	85,000	121,416	115,000	$ 150,450	145,000	$ 172,518
25,500	$ 39,726	55,500	86,016	85,500	122,016	115,500	$ 150,818	145,500	$ 172,886
26,000	$ 40,536	56,000	86,616	86,000	122,616	116,000	$ 151,186	146,000	$ 173,254
26,500	$ 41,346	56,500	87,216	86,500	123,216	116,500	$ 151,553	146,500	$ 173,621
27,000	$ 42,156	57,000	87,816	87,000	123,816	117,000	$ 151,921	147,000	$ 173,989
27,500	$ 42,966	57,500	88,416	87,500	124,416	117,500	$ 152,289	147,500	$ 174,357
28,000	$ 43,776	58,000	89,016	88,000	125,016	118,000	$ 152,657	148,000	$ 174,725
28,500	$ 44,586	58,500	89,616	88,500	125,616	118,500	$ 153,025	148,500	$ 175,093
29,000	$ 45,396	59,000	90,216	89,000	126,216	119,000	$ 153,395	149,000	$ 175,460
29,500	$ 46,206	59,500	90,816	89,500	126,816	119,500	$ 153,760	149,500	$ 175,828
30,000	$ 47,016	60,000	91,416	90,000	127,416	120,000	$ 154,128	150,000	$ 176,196

EXHIBIT D-1
Standard Emergency Event Fee Table

DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee
150,500	$ 176,564	180,500	$ 198,632	210,500	$ 220,700	240,500	$ 242,768	270,500	$ 270,356
151,000	$ 176,932	181,000	$ 199,000	211,000	$ 221,068	241,000	$ 243,136	271,000	$ 270,858
151,500	$ 177,299	181,500	$ 199,367	211,500	$ 221,435	241,500	$ 243,503	271,500	$ 271,361
152,000	$ 177,667	182,000	$ 199,735	212,000	$ 221,803	242,000	$ 243,871	272,000	$ 271,863
152,500	$ 178,035	182,500	$ 200,103	212,500	$ 222,171	242,500	$ 244,239	272,500	$ 272,366
153,000	$ 178,403	183,000	$ 200,471	213,000	$ 222,539	243,000	$ 244,607	273,000	$ 272,868
153,500	$ 178,771	183,500	$ 200,839	213,500	$ 222,907	243,500	$ 244,975	273,500	$ 273,371
154,000	$ 179,138	184,000	$ 201,206	214,000	$ 223,274	244,000	$ 245,342	274,000	$ 273,873
154,500	$ 179,506	184,500	$ 201,574	214,500	$ 223,642	244,500	$ 245,710	274,500	$ 274,376
155,000	$ 179,874	185,000	$ 201,942	215,000	$ 224,010	245,000	$ 246,078	275,000	$ 274,878
155,500	$ 180,242	185,500	$ 202,310	215,500	$ 224,378	245,500	$ 246,446	275,500	$ 275,380
156,000	$ 180,610	186,000	$ 202,678	216,000	$ 224,746	246,000	$ 246,814	276,000	$ 275,883
156,500	$ 180,977	186,500	$ 203,045	216,500	$ 225,113	246,500	$ 247,181	276,500	$ 276,385
157,000	$ 181,345	187,000	$ 203,413	217,000	$ 225,481	247,000	$ 247,549	277,000	$ 276,888
157,500	$ 181,713	187,500	$ 203,781	217,500	$ 225,849	247,500	$ 247,917	277,500	$ 277,390
158,000	$ 182,081	188,000	$ 204,149	218,000	$ 226,217	248,000	$ 248,285	278,000	$ 277,893
158,500	$ 182,449	188,500	$ 204,517	218,500	$ 226,585	248,500	$ 248,653	278,500	$ 278,395
159,000	$ 182,816	189,000	$ 204,884	219,000	$ 226,952	249,000	$ 249,020	279,000	$ 278,898
159,500	$ 183,184	189,500	$ 205,252	219,500	$ 227,320	249,500	$ 249,388	279,500	$ 279,400
160,000	$ 183,552	190,000	$ 205,620	220,000	$ 227,688	250,000	$ 249,756	280,000	$ 279,902
160,500	$ 183,920	190,500	$ 205,988	220,500	$ 228,056	250,500	$ 250,258	280,500	$ 280,405
161,000	$ 184,288	191,000	$ 206,356	221,000	$ 228,424	251,000	$ 250,761	281,000	$ 280,907
161,500	$ 184,655	191,500	$ 206,723	221,500	$ 228,791	251,500	$ 251,263	281,500	$ 281,410
162,000	$ 185,023	192,000	$ 207,091	222,000	$ 229,159	252,000	$ 251,766	282,000	$ 281,912
162,500	$ 185,391	192,500	$ 207,459	222,500	$ 229,527	252,500	$ 252,268	282,500	$ 282,415
163,000	$ 185,759	193,000	$ 207,827	223,000	$ 229,895	253,000	$ 252,771	283,000	$ 282,917
163,500	$ 186,127	193,500	$ 208,195	223,500	$ 230,263	253,500	$ 253,273	283,500	$ 283,419
164,000	$ 186,494	194,000	$ 208,562	224,000	$ 230,630	254,000	$ 253,776	284,000	$ 283,922
164,500	$ 186,862	194,500	$ 208,930	224,500	$ 230,998	254,500	$ 254,278	284,500	$ 284,424
165,000	$ 187,230	195,000	$ 209,298	225,000	$ 231,366	255,000	$ 254,780	285,000	$ 284,927
165,500	$ 187,598	195,500	$ 209,666	225,500	$ 231,734	255,500	$ 255,283	285,500	$ 285,429
166,000	$ 187,966	196,000	$ 210,034	226,000	$ 232,102	256,000	$ 255,785	286,000	$ 285,932
166,500	$ 188,333	196,500	$ 210,401	226,500	$ 232,469	256,500	$ 256,288	286,500	$ 286,434
167,000	$ 188,701	197,000	$ 210,769	227,000	$ 232,837	257,000	$ 256,790	287,000	$ 286,937
167,500	$ 189,069	197,500	$ 211,137	227,500	$ 233,205	257,500	$ 257,293	287,500	$ 287,439
168,000	$ 189,437	198,000	$ 211,505	228,000	$ 233,573	258,000	$ 257,795	288,000	$ 287,941
168,500	$ 189,805	198,500	$ 211,873	228,500	$ 233,941	258,500	$ 258,297	288,500	$ 288,444
169,000	$ 190,172	199,000	$ 212,240	229,000	$ 234,308	259,000	$ 258,800	289,000	$ 288,946
169,500	$ 190,540	199,500	$ 212,608	229,500	$ 234,676	259,500	$ 259,302	289,500	$ 289,449
170,000	$ 190,908	200,000	$ 212,976	230,000	$ 235,044	260,000	$ 259,805	290,000	$ 289,951
170,500	$ 191,276	200,500	$ 213,344	230,500	$ 235,412	260,500	$ 260,307	290,500	$ 290,454
171,000	$ 191,644	201,000	$ 213,712	231,000	$ 235,780	261,000	$ 260,810	291,000	$ 290,956
171,500	$ 192,011	201,500	$ 214,079	231,500	$ 236,147	261,500	$ 261,312	291,500	$ 291,459
172,000	$ 192,379	202,000	$ 214,447	232,000	$ 236,515	262,000	$ 261,815	292,000	$ 291,961
172,500	$ 192,747	202,500	$ 214,815	232,500	$ 236,883	262,500	$ 262,317	292,500	$ 292,463
173,000	$ 193,115	203,000	$ 215,183	233,000	$ 237,251	263,000	$ 262,819	293,000	$ 292,966
173,500	$ 193,483	203,500	$ 215,551	233,500	$ 237,619	263,500	$ 263,322	293,500	$ 293,468
174,000	$ 193,850	204,000	$ 215,918	234,000	$ 237,986	264,000	$ 263,824	294,000	$ 293,971
174,500	$ 194,218	204,500	$ 216,286	234,500	$ 238,354	264,500	$ 264,327	294,500	$ 294,473
175,000	$ 194,586	205,000	$ 216,654	235,000	$ 238,722	265,000	$ 264,829	295,000	$ 294,976
175,500	$ 194,954	205,500	$ 217,022	235,500	$ 239,090	265,500	$ 265,332	295,500	$ 295,478
176,000	$ 195,322	206,000	$ 217,390	236,000	$ 239,458	266,000	$ 265,834	296,000	$ 295,980
176,500	$ 195,689	206,500	$ 217,757	236,500	$ 239,825	266,500	$ 266,337	296,500	$ 296,483
177,000	$ 196,057	207,000	$ 218,125	237,000	$ 240,193	267,000	$ 266,839	297,000	$ 296,985
177,500	$ 196,425	207,500	$ 218,493	237,500	$ 240,561	267,500	$ 267,341	297,500	$ 297,488
178,000	$ 196,793	208,000	$ 218,861	238,000	$ 240,929	268,000	$ 267,844	298,000	$ 297,990
178,500	$ 197,161	208,500	$ 219,229	238,500	$ 241,297	268,500	$ 268,346	298,500	$ 298,493
179,000	$ 197,528	209,000	$ 219,596	239,000	$ 241,664	269,000	$ 268,849	299,000	$ 298,995
179,500	$ 197,896	209,500	$ 219,964	239,500	$ 242,032	269,500	$ 269,351	299,500	$ 299,498
180,000	$ 198,264	210,000	$ 220,332	240,000	$ 242,400	270,000	$ 269,854	300,000	$ 300,000
								Over 300K	$ 300,000

EXHIBIT D-2

Criteria for 50% Standard Fee Payment

1. Provide notice to ICANN that each of the following tasks have been completed as defined in the CTP Manual:
    a. CTP Manual 3.5.1 (Prepare DNS and DNSSEC for re-delegation)
    b. CTP Manual 3.5.5 (Populate SRS from escrow deposits and zone file data)
    c. CTP Manual 3.5.6 (Generate the Listing of Discrepancies between escrow data and zone)
    d. CTP Manual 3.5.7 (Populate RDDS from SRS; begin SRS and RDDS operation)
        i. The SRS must be accessible to the ICANN monitoring/testing registrar to be considered operational
        ii. An escrow deposit formatted file must be generated reflecting the current contents of the SRS database must be created prior to the SRS being considered operational.
    e. CTP Manual 3.5.8 (Begin Daily Escrow Deposits)

2. CTP Manual 3.5.2 - IANA must have successfully performed the root zone updates to re-delegate DNS, operated in accordance with DNSSEC requirements.

3. Make at least one successful full daily escrow deposit, and three additional successful daily escrow deposits (which can be either full or incremental within the discretion of the EBERO), where only escrow deposits that pass validation at the escrow agent are considered successful.

4. Meet the following service levels (using the definitions in sections 3, 4, 5, and 8 of Specification 10 of the new gTLD registry agreement) for a continuous period of 30 days following ICANN's receipt of the notice described in (1) above, as measured by ICANN's existing compliance and 24x7 operations monitoring regimes for all new gTLDs.

	Parameter	**SLR (30-day basis)**
DNS	DNS service available	0 min downtime = 100% availability
	DNS name server availability	⩽ 432 min of downtime (≈99%)
	TCP DNS resolution RTT	⩽ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	⩽ 500 ms, for at least 95% of the queries
	DNS update time	⩽ 60 min, for at least 95% of the probes
RDDS	RDDS availability	⩽ 864 min of downtime (≈98%)
	RDDS query RTT	⩽ 2000 ms, for at least 95% of the queries
	RDDS update time	⩽ 60 min, for at least 95% of the queries
EPP	EPP service availability	⩽ 864 min of downtime (≈98%)

	EPP session-command RTT	⩽ 4000 ms, for at least 90% of the queries
	EPP query-command RTT	⩽ 2000 ms, for at least 90% of the queries
	EPP transform-command RTT	⩽ 4000 ms, for at least 90% of the queries

EXHIBIT E-1

Common Transition Readiness Inspection

The intent of the on-site Common Transition Readiness inspection is to determine the readiness of an EBERO to perform critical functions necessary to respond to an EBERO Event. The inspection will include everything in the Annual Readiness Inspection, EXHIBIT E-3, plus the test demonstration of Zone File and Data Escrow transfers as defined below.

Data Transfer Verification

ICANN will provide a set of data files which have undergone the same compression, archiving, and encryption processes that will be used with zone files and escrow deposits. These files will be placed online, in the same manner that files will be placed online during an EBERO event. The EBERO shall then successfully transfer of data and provide to ICANN (via electronic mail, with verbal confirmation by telephone) cryptographic checksums of the deposits and zone file, which must match the cryptographic checksums generated at ICANN.

1. Successfully obtain the DNS zone file using ICANN-specified procedures within 60 minutes of request.
2. Successfully obtain data escrow formatted data using ICANN-specified procedures within 90 minutes of request (function is not to be performed simultaneously with (1) above).
3. Successfully decrypt/decompress data escrow data.

The rules of engagement for the Common Transition Readiness Inspection are as follows:

1. ICANN will provide one real or manufactured registry data set (a zone file and escrow deposit set (a full dump and at least one incremental change from the escrow)).
2. The drill will be scheduled.
3. The EBERO will pre-identify the IP address(es) they intend to transfer zones from.
4. ICANN will notify the EBERO that they must retrieve the zone from a specified IP address.
5. The EBERO will successfully transfer the zone, confirming the cryptographic checksum of the received zone file to ICANN.
6. ICANN will notify the EBERO that they must transfer escrow deposits.
7. The EBERO will successfully transfer the escrow deposits, confirming the cryptographic checksum of the decompressed and decrypted files to ICANN.

An unqualified success would occur within time limits. A qualified success would occur within +100% of SLA, but requires an after-action report that details how to remediate the process internally to bring performance to within time limits. A failure would be a failure to transfer the data within +100% of time limits.

EBERO Simulation Objective	Unqualified Success	Qualified Success	Failure
Retrieval of ICANN test zone file and providing matching cryptographic checksum back to ICANN	Within 60 minutes of request	Within 120 minutes of request	Not within 120 minutes of request
Retrieval of ICANN test escrow deposits and providing matching cryptographic checksum back to ICANN	Within 90 minutes of request	Within 180 minutes of request	Not within 180 minutes of request

EXHIBIT E-2

EBERO Readiness Exercise

The intent of the EBERO Readiness Exercise is to simulate the transfer in of a registry to the EBERO operating environment. In an EBERO Readiness Exercise, an EBERO will temporarily deploy a registry from escrow deposits and a zone file following the common transition process.

There are two primary objectives of the exercise: meeting or exceeding service levels described in the common transition process, and ensuring accuracy with respect to identifying and handling discrepancies between the data sources provided for the exercise. Demonstrating a timely, properly performing transition with expected identification and handling of data discrepancies will demonstrate the readiness of an EBERO to perform emergency registry transitions.

At the beginning of the exercise, the EBERO will be activated and can retrieve a TLD zone file and be told to have it answering queries within 4 hours. At some subsequent point at a time determined by ICANN, an escrow deposit will be provided to the EBERO and they will be directed to begin operations within specified SLA.

EBERO Readiness Exercise Objectives

1. Deploy a working DNS zone and perform an emergency DNSSEC re-keying of the zone, within 4 hours.

2. Deploy a working SRS within 72 hours of receipt of escrow data.

3. Deploy a working WHOIS/RDDS within 24 hours of activation of the SRS.

4. Begin making escrow deposits within 24 hours of RDDS activation.

5. Identify all discrepancies between the DNS zone and the escrow data before the SRS goes active.

6. Generate a properly DNSSEC signed zone file for the TLD from the SRS system.

7. Identify ways to optimize and improve the EBERO Common Transition Processes.

8. Write a report showing the EBERO's performance against the above objectives.

9. Write a report showing remediation from any flagged areas of concern in an ICANN-generated validation report.

ICANN will provide a set of escrow deposits and a zone file with some set of discrepancies. The zone will be moderately small (1000 or fewer domain names).

A service will be considered operational from an SLA standpoint when the EBERO communicates to the ICANN testing team that the zone is operational. The ICANN testing team will perform a series of validation tests for each of the services, including tests of internally pre-identified discrepancy cases.

The EBERO will provide a report showing its performance with respect to the objectives above. Following submission of that report, the EBERO will receive an ICANN service validation report. The EBERO will report its remediation of any deficiencies and, certify the EBERO is ready for operation.

EBERO Readiness Exercise

1. ICANN will to provide registry data sets (a zone file and escrow deposit set (a full dump and at least one incremental change from the escrow)) with the following characteristics:
    a. 500 to 1000 registered domain names
    b. DNSSEC signed data
    c. Some Number of Possible Intentional Corruptions, such as:
        i. Wildcard prohibition
        ii. Reserved names
        iii. Info in escrow deposit but not zone file
        iv. Info in zone file but not in escrow deposit
        v. Mismatched DNSSEC key data in escrow and zone file
        vi. Mismatched DNS servers between escrow and zone file
2. The drill will be scheduled.
3. ICANN will notify the EBERO that they will be activated, and make a zone file available.
4. At some time after the zone file is provided, the escrow file will be made available to the EBERO.

5. The EBERO must provide an operational primary DNS, WHOIS service and registrar-ready EBERO SRS, RDDS and provide valid escrow deposits within SLA time frames.

Major readiness milestones:

1. Deployment of DNS zone from zone file only
2. Emergency re-signing/rekeying of DNS zone
3. Initiation of RDDS from released escrow deposits
4. Initiation of SRS from released escrow deposits
5. Initiation of SRS-driven rebuild of DNS zone without discrepancy from zone file)
6. Initiation of new Escrow deposits by EBERO
7. Reconciliation of differences between SRS and DNS zone
    a. Identify discrepancies
    b. Receive updates and apply changes as required
8. When SRS is "close enough" to emergency zone file, switchover to SRS-generated zone file

An unqualified success would be deployment within SLA.

A qualified success would be operational (within spec) deployment within +100% of SLA, but requires an after-action report that details how to remediate the process internally to bring performance to within SLA.

A failure would not being operational within +100% of SLA.

EBERO Simulation Objective	**Unqualified Success**	**Qualified Success**	**Failure**
Completion of an emergency deployment of DNS (with re-signing and rekeying of DNSSEC) from a cached zone file	Within 4 hours of request	Within 8 hours of request	Not within 8 hours of request

EBERO Simulation Objective	**Unqualified Success**	**Qualified Success**	**Failure**
Initiation of SRS from released escrow deposits, including deployment of a properly signed DNS zone from the SRS database (handling discrepancies as defined in EBERO transition process).	Complete within 72 hours of receipt of escrow deposit data	Complete within 144 hours of receipt of escrow deposit data	Not complete within 144 hours of receipt of escrow deposit data
Initiation of RDDS services from released escrow deposits	Complete within 24 hours of receipt of activation of the SRS	Complete within 48 hours of receipt of activation of the SRS	Not complete within 48 hours of activation of the SRS
Initiation of escrow deposits from SRS system	Complete within 24 hours of RDDS activation	Complete within 48 hours of RDDS activation	Not complete within 48 hours of RDDS activation
Identifications of discrepancies between escrow deposits and cached zone file	100% of discrepancies identified with no crossover errors.	Missed up to 5% of discrepancies in the set, or no discrepancies missed with any crossover errors.	More than 5% of discrepancies between data sets missed.

EXHIBIT E-3

Annual Readiness Inspections

The intent of the on-site annual readiness inspection is to reconfirm the readiness of an EBERO to respond to an EBERO Event. The inspection will not require the EBERO to perform any test or simulations of the technical infrastructure. The inspection will include but may not be limited to:

Requirement	High Level Description / Evaluation Criteria
ROLES	A list of the roles and responsibilities required to perform an emergency registry transition from escrow deposits and zone files into the specific EBERO's operating environment. Any roles/responsibilities that must not be assigned to the same person must be noted in a matrix of compatibility.
STAFFING	Each role/responsibility is assigned to a named person (individuals may play more than one role or hold more than one responsibility, but must not hold incompatible roles/responsibilities), and has a listed successor should that named individual be unavailable during an emergency event. Individuals do not need to be dedicated to only EBERO functions, but must be able to perform EBERO functions (that is, must be able to be released from other commitments) when required. An EBERO EVENT COORDINATOR is mandatory. All other roles will be EBERO-specific.
CONTACT DATA	Each named individual listed in STAFFING has up-to-date contact data (home phone, cell phone, email, Jabber, etc.) on file with the EBERO so that they can be contacted if the EBERO is activated. EBERO also maintains a list of contact methods (which should include email, phone, SMS, pager, or 24x7 manned operations center) which is shared with ICANN to contact the EBERO, with human-to-human communication (by phone, jabber, or some other method) within 30 minutes to facilitate activation of the EBERO. Contact methods are to be reviewed and distributed on a monthly basis.
ON-CALL	A 24x7 on-call rotation schedule, with escalation, is in place for all necessary roles to perform an emergency transition within SLA. Each individual in the on-call rotation is listed in STAFFING.
POLICY	Policies and procedures to ensure that documentation used and supporting EBERO is reviewed, updated and maintained on at least an annual basis, or when significant changes occur in the business.

Requirement	High Level Description / Evaluation Criteria
ESCROW IMPORT	Software and procedures necessary to import a set of properly formatted escrow deposits to populate a registry running on the EBERO's infrastructure
ESCROW RETRIEVAL	Software and procedures to retrieve escrow deposits from ICANN.
ZONE RETRIEVAL	Software and procedures to retrieve zone files from ICANN's repository.
ZONE IMPORT	Software and procedures to import a properly formatted DNS zone file into a DNS server and redeploy it with emergency DNSSEC re-keying
IMPLEMENTATION-PLAN	A plan, with assigned responsibilities linked to the ROLES, that details the process and procedures for how to reactivate a registry from escrow deposits or from a zone file at a given EBERO.
DATA-QUALITY	Policies, procedures and software required to compare the contents of the zone file to the contents of an escrow deposit, to find any inconsistencies between the two data sources.
INFRASTRUCTURE-CAPACITY	The physical data centers, network connectivity, servers and physical and logical infrastructure must be in place to deploy an EBERO. The EBERO must provide an internally-generated report that certifies the existing infrastructure is capable of absorbing a minimum of 1 million domain names across up to 50 registries.

ICANN Launches Continued Operations Instrument Obligation Release Service

Dear Registry Operator,

ICANN is launching the COI Obligation Release Service to support the new gTLD registry operators whose Continued Operations Instrument (COI) obligations will begin to expire starting in July 2019.

Specification 8 of the base gTLD Registry Agreement requires that registry operators maintain sufficient COI coverage for a term of six years from contract execution. Once the six-year milestone is reached, registry operators will no longer be required to maintain a COI. The first TLDs will reach this milestone in July of this year.

This new service allows the ICANN organization to identify and process the release of these COI documents by TLD as registry operator obligations to maintain them are concluded.

Registry operators are not required to take any action to initiate this service. The COI releases will be processed in monthly intervals based on the expiration of each top-level domain's COI obligation. Processing will begin two weeks prior to the month of the COI's obligation end date and may take up to 45 days to complete.

More detailed COI Obligation Release Service information can be found on the updated COI webpage and the revised COI Frequently Asked Questions (FAQ) page. Should you have any additional questions, please feel free to contact us via your Naming Services portal (NSp) account or by email at globalsupport@icann.org.

Chris Bare
Director, GDD Operations

Subject **Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-07-25 07:19

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for following up. Apologies for the delay, but the ICANN team is still discussing what needs to happen for .WED. I will definitely reach out to you once I have additional information. I'm hoping to have some additional information in the next couple of weeks. I'll reach out then to update you on status.

Kind regards
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Thursday, July 25, 2019 at 8:00 AM
To: [redacted]
Subject: Fwd: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

Were you able to obtain an answer to my inquiry?

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

Begin forwarded message:

From: Atgron <amcadory@atgron.wed>
Date: June 20, 2019 at 5:07:40 PM EDT
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Thank you [redacted].

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
www.get.wed [get.wed]

On Jun 18, 2019, at 12:56 PM, [redacted] wrote:

Hi Adrienne,

Let me check with the internal team and get back to you given your circumstance with .WED being in EBERO. But in general, per the email below the 6 year milestone of the contract would mean the COI is no longer required.

Thanks
[redacted]

[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Monday, June 17, 2019 at 12:00 PM
To: [redacted]
Subject: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Dear [redacted],

Does this mean Atgron is no longer required to replenish the COI prior to resuming operations?

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
www.get.wed [get.wed]

Begin forwarded message:

> **From:** ICANN [redacted]
> **Date:** June 13, 2019 at 4:59:32 PM EDT
> **To:** "amcadory@atgron.wed" <amcadory@atgron.wed>
> **Subject: ICANN Launches Continued Operations Instrument Obligation Release Service**
>
> <image001.png>
>
> Dear Registry Operator,
>
> ICANN is launching the COI Obligation Release Service [icann.org] to support the new gTLD registry operators whose Continued Operations Instrument (COI) obligations will begin to expire starting in July 2019.
>
> Specification 8 of the base gTLD Registry Agreement [newgtlds.icann.org] requires that registry operators maintain sufficient COI coverage for a term of six years from contract execution. Once the six-year milestone is reached, registry operators will no longer be required to maintain a COI. The first TLDs will reach this milestone in July of this year.
>
> This new service allows the ICANN organization to identify and process the release of these COI documents by TLD as registry operator obligations to maintain them are concluded.

Registry operators are not required to take any action to initiate this service. The COI releases will be processed in monthly intervals based on the expiration of each top-level domain's COI obligation. Processing will begin two weeks prior to the month of the COI's obligation end date and may take up to 45 days to complete.

More detailed COI Obligation Release Service information can be found on the updated COI webpage [icann.org] and the revised COI Frequently Asked Questions (FAQ) page [icann.org]. Should you have any additional questions, please feel free to contact us via your Naming Services portal (NSp) account or by email at globalsupport@icann.org.

Best Regards,

[redacted]

To reference past registry operator communications please click here [icann.org].

Subject **Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-09-03 08:49

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for following up. There are still a few items regarding the .WED COI requirement in review as relates to exiting EBERO so unfortunately ICANN will need additional time before responding to you. Apologies for the delays. However, you can still provide any details/information you need to in NSp regarding the MSA, so that process can keep moving forward.

I'll be sure to give you the heads up when the official response regarding COI is on its way to you.

Kind regards,
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Tuesday, September 3, 2019 at 11:37 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

Just checking in to see if you have an update on the COI letter or our question so we can move forward with the Transition Plan required for the MSA process? Hope you had a nice holiday.

Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed

www.get.wed [get.wed]

On Aug 27, 2019, at 1:42 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thanks for letting me know. I'll take a look.
>
> Regards,
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]
> [redacted]
> [redacted]
> www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Tuesday, August 27, 2019 at 10:37 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

We reposted the comment, it turns out it was in the case but below [redacted]'s last comment.

Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Aug 26, 2019, at 2:48 PM, [redacted] wrote:

> Hi Adrienne,

We should have a letter for you regarding COI and your next steps for the MSA process hopefully by end of this week/early next week. Regarding the inquiry in the portal, can you let me know the case number so I can make sure we get you an answer for that as well. I checked your MSA case, but didn't see a comment from you there.

Let me know.

Kind regards,
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Monday, August 26, 2019 at 9:54 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

Wanted to check on this matter and we also submitted a request for information in the portal so that we can move forward on with the Transition Plan and haven't heard back. Could you please let me know the status of both of these requests? Thank you.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Jul 25, 2019, at 1:19 PM, [redacted] wrote:

Hi Adrienne,

Thanks for following up. Apologies for the delay, but the ICANN team is still discussing what needs to happen for .WED. I will definitely reach out to you once I have additional information. I'm hoping to have some additional information in the next couple of weeks. I'll reach out then to update you on status.

Kind regards
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Thursday, July 25, 2019 at 8:00 AM
To: [redacted]
Subject: Fwd: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

Were you able to obtain an answer to my inquiry?

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

Begin forwarded message:

> **From:** Atgron <amcadory@atgron.wed>
> **Date:** June 20, 2019 at 5:07:40 PM EDT
> **To:** [redacted]

Subject **Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-09-18 07:08

- Digital Signature (~5 KB)

Hi Adrienne,

I'm still waiting for the final word from the internal team on the COI letter. It is likely you'll be required to replenish the COI, but I cannot confirm that until I get the final word from the internal team. Regarding the file you requested from [redacted], please submit your follow up request/question on getting the file from [redacted] within the MSA case. I will touch base with that team and see if I can get an ETA. Thanks for your patience.

Kind regards,
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, September 18, 2019 at 6:20 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

I am writing yet again to inquire about the COI letter. Why is this taking so long?

We also still don't have a sample file to conduct testing of our Transition Plan which also shouldn't take more than one day turnaround at most since ICANN essentially runs [redacted].

Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]

amcadory@atgron.wed
www.get.wed [get.wed]

On Sep 4, 2019, at 6:33 PM, [redacted] wrote:

> Hi Adrienne,
>
> I think that may be helpful clarification. Let me pass that information along.
>
> Thanks
> [redacted]
>
> [redacted]
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> [redacted]
> [redacted]
> [redacted]
> www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, September 4, 2019 at 3:30 PM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

We will be transferring Registrant data from one back end provider to another among other activities. We need the file that will be transferred sent to us via the means it will be transferred from [redacted] so that we can test our Transition Plan. I don't know how to ask it differently so this is definitely a problem.

Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Sep 4, 2019, at 6:18 PM, [redacted] wrote:

Hi Adrienne,

I'm just trying to get the clarification so we can help make sure you get you what you need. The request is still a bit vague to all who reviewed it as it doesn't mention specific data fields/points. This is why I asked if you need all of the data described in the MSA How to Guide Appendix B which provides guidelines for the Transition Plan. If that's not what you need, no problem.

Thanks
[redacted]

Kind regards,
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, September 4, 2019 at 2:59 PM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

We gave responded to [redacted]'s question and it would be helpful if we can obtain his answer and more importantly the data we requested as soon as possible. Thanks.

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Sep 4, 2019, at 12:35 PM, [redacted] wrote:

Hi Adrienne,

Yes apologies for the issues with receiving messages in NSp. I just sent an internal email to let the team know you never received the message and I'll be chatting with our IT about it as well. I'll let you know when they say it's fixed.

Kind regards,
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, September 4, 2019 at 8:06 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

This is problematic because I have no email from the portal that there was any response on that case. This is not the first time a time sensitive request has been missed due to a lack of notification from the ICANN customer portal. Somehow we were never informed that we passed pre-delegation testing and missed a crucial milestone for our go-live. Is there someone this matter can be escalated to because surely we are not expected to check the portal on a daily basis to obtain information?

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Sep 3, 2019, at 5:25 PM, [redacted] wrote:

> Hi Adrienne,
>
> It looks like [redacted] responded to your question on 28 August with a request to clarify the specifics of which data points/details you need. Can you provide that information in the case?
>
> Thanks
> [redacted]
>
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org [icann.org]
>
> ---
>
> **From:** Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
> **Date:** Tuesday, September 3, 2019 at 12:35 PM
> **To:** [redacted]
> **Subject:** Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service
>
> Hello [redacted],
>
> We did provide comments in the NSP but they have also not been responded to. Is there a response to that question?
>
> Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> [redacted]
> amcadory@atgron.wed
> www.get.wed [get.wed]

On Sep 3, 2019, at 2:49 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thanks for following up. There are still a few items regarding the .WED COI requirement in review as relates to exiting EBERO so unfortunately ICANN will need additional time before responding to you. Apologies for the delays. However, you can still provide any details/information you need to in NSp regarding the MSA, so that process can keep moving forward.
>
> I'll be sure to give you the heads up when the official response regarding COI is on its way to you.
>
> Kind regards,
> [redacted]
>
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org [icann.org]
>
> ---
>
> **From:** Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
> **Date:** Tuesday, September 3, 2019 at 11:37 AM
> **To:** [redacted]
> **Subject:** Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service
>
> Hello [redacted],

Subject **Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service**
From [redacted]
To Atgron <amcadory@atgron.wed>
Date 2019-11-06 05:50

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks for reaching out. ICANN staff are currently at the ICANN66 meeting, but the team is aware we still owe you a communication about replenishing the COI. If you'd like to submit the inquiry officially in the Naming Services portal as a separate case that is ok. That way it can be tracked and responded to officially.

Regarding your inquiry about published EBERO fees, to my knowledge there have been no additional updates to the EBERO pages on icann.org since .WED went to EBERO in December 2017. However as mentioned in the 2 March 2018 letter you received, the steps required to exit EBERO and the fees associated are all derived from Registry Agreement Section 2.13 and the Registry Transition Process (RTP) and Appendix 1 of the RTP.

Thanks
[redacted]

[redacted]
[redacted]
Internet Corporation for Assigned Names and Numbers (ICANN)
[redacted]
[redacted]
[redacted]
[redacted]
www.icann.org

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, November 6, 2019 at 9:19 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

My question about the COI has not been answered since mid-June. Do I need to submit a case in the portal for it to receive some attention? Also, has ICANN published the list of fees associated with an EBERO event yet? I would think given this two year experience, some range of fees to expect based upon the number of registrants transferred could be made public per ICANN's commitment to transparency. I noticed after our discussion about the MSA process, those fees were posted. Has the

same been done for the EBERO process? If so, please send me a link to the EBERO fee schedule at your convenience. Thank you!

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed [get.wed]

On Sep 18, 2019, at 1:08 PM, [redacted] wrote:

> Hi Adrienne,
>
> I'm still waiting for the final word from the internal team on the COI letter. It is likely you'll be required to replenish the COI, but I cannot confirm that until I get the final word from the internal team. Regarding the file you requested from [redacted], please submit your follow up request/question on getting the file from [redacted] within the MSA case. I will touch base with that team and see if I can get an ETA. Thanks for your patience.
>
> Kind regards,
> [redacted]
>
> [redacted]
> Internet Corporation for Assigned Names and Numbers (ICANN)
> [redacted]
> www.icann.org [icann.org]

From: Atgron <amcadory@atgron.wed> on behalf of Atgron <amcadory@atgron.wed>
Date: Wednesday, September 18, 2019 at 6:20 AM
To: [redacted]
Subject: Re: [Ext] Fwd: ICANN Launches Continued Operations Instrument Obligation Release Service

Hello [redacted],

I am writing yet again to inquire about the COI letter. Why is this taking so long?

We also still don't have a sample file to conduct testing of our Transition Plan which also

Subject	**[~MIL-801-19253]: ICANN Escalated_Notice Re:SLA [Atgron, Inc.] (wed)**
From	Compliance Tickets [redacted] >
To	[redacted]
Cc	<amcadory@atgron.wed>, [redacted], [redacted]
Reply-To	[redacted]
Date	2017-12-07 04:46
Priority	Normal

TRANSMITTED VIA ELECTRONIC MAIL AND FACSIMILE

Dear Atgron, Inc. (wed),

This notice is being sent because according to ICANN's Technical Services Service Level Agreement (SLA) monitoring alert system, your registry operator's Registration Data Directory Services (RDDS) have reached at least 75% of the downtime threshold allowed by the SLA Matrix in Specification 10 of the Registry Agreement (RA). Please see below for details.

Please note that if the failure of this critical function progresses, ICANN may issue a notice of termination or breach against your registry operator and invoke the emergency transition of the affected top-level domains (TLDs), as specified in Section 2.13 of the Registry Agreement (RA). For additional information regarding Emergency Back-End Registry Operators (EBEROs), please visit https://www.icann.org/resources/pages/ebero-2013-04-02-en .

Due to the urgency of this matter, ICANN [redacted] is not requiring a response from your registry operator to this Escalated Notice at this time. However, upon resolution of the failure, ICANN [redacted] may request additional information regarding the cause(s) and remediation of the failure.

If your registry operator requires emergency technical assistance, please contact the ICANN GDD NOC at [redacted] or [redacted]. Non-emergency technical questions may be submitted via a case in the Naming Services portal and non-technical questions regarding compliance with the RA may be sent in reply to this notice.

For your reference, please find below a link to the RA:

http://www.icann.org/en/about/agreements/registries

Sincerely,

[redacted]
ICANN [redacted]

##
Subject: [ICANN_SLA_monitoring][TLD_emergency_threshold_alert][ID_l-hDdgurdF]
From: [redacted]
To: amcadory@atgron.wed, [redacted]
[redacted]
Date: Thu, 7 Dec 2017 10:08:41 +0000 (UTC)

wed has 1 RDDS event

Greetings colleagues,

This is an automatically generated notice of downtime from the ICANN SLA Monitoring system:

+ wed (gTLD)
* RDDS
2017.12.07 10:04:30 UTC: 75.03% emergency threshold reached

This alert was generated as part of the monitoring of your TLD(s) as described in Specification 10 of your Registry Agreement.
You received this alert because you are listed as the emergency contact for the TLD(s) listed above.
If you have an emergency request, please contact the ICANN GDD NOC at: [redacted].
For any other question please use the GDD portal at https://gddportal.icann.org.

=====> IMPORTANT NOTE REGARDING COMPLIANCE NOTIFICATIONS <=====
This automatic email alert may trigger a Compliance Notification to be sent to the Registries' Primary, Legal, and Compliance contacts.
==========

=====> IMPORTANT NOTE REGARDING IP WHITELISTING <=====
If you use rate-limiting based on the source IP address in the Registry Services, please, whitelist (or increase the quota for) the IP addresses of ICANN's probe nodes.
You may find the current list of probe nodes on the following link: [redacted]
==========

Current time is:

2017-12-07 10:08:41 UTC
2017-12-07 02:08:41 PST, UTC-0800 (US/Pacific)
2017-12-07 05:08:41 EST, UTC-0500 (US/Eastern)
2017-12-07 10:08:41 GMT, UTC+0000 (Europe/London)
2017-12-07 18:08:41 +08, UTC+0800 (Asia/Singapore)

##########

Ticket Details

Ticket ID: MIL-801-19253
Department: SLA
Type: Issue
Status: NEW
Priority: Normal

Los Angeles Headquarters
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
+1 310 301 5800
+1 310 823 8649

7 December 2017

TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE, AND COURIER

RE: NOTICE OF BREACH OF REGISTRY AGREEMENT

Adrienne McAdory
Atgron, Inc. (wed)
[redacted]
US

Email: amcadory@atgron.wed
Fax: +1 202 595 9095

Dear Adrienne McAdory,

Please be advised that as of 7 December 2017, Atgron, Inc. ("Atgron") is in breach of its Registry Agreement with the Internet Corporation for Assigned Names and Numbers ("ICANN") dated 1 October 2013 ("RA"). These breaches result from:

1. Atgron's failure to operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the specified elements in the specified format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA.

Please refer to the attachment for details regarding these breaches.

In addition, Atgron has been deemed noncompliant in the following areas:

1. Atgron's failure to provide domain name data in the specified response format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA, the Advisory: Clarifications to the Registry Agreement, and the 2013 Registrar Accreditation Agreement (RAA) regarding applicable Registration Data Directory Service (Whois) Specifications ("Clarifications"), the Additional Whois Information Policy ("AWIP") and the Registry Registration Data Directory Services Consistent Labeling & Display Policy ("CL&D Policy");

2. Atgron's failure to provide a link on the primary website for the top-level domain ("TLD") wed to a webpage designated by ICANN containing Whois policy and educational materials, as required by Section 1.11 of Specification 4 of the RA;

3. Atgron's failure to publish on its website the DNSSEC Practice Statements ("DPS") describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material, as required by Section 1.3 of Specification 6 of the RA; and

4. Atgron's failure to timely pay past due fees, as required by Article 6 of the RA.

ICANN requests that Atgron cure these breaches by 6 January 2018, 30 calendar days from the date of this letter, by taking the following actions:

1. Operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the specified elements in the specified format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA;

2. Display domain name data in the specified response format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA, [redacted]e AWIP and the CL&D Policy; [redacted]

3. Provide a link on the primary website for the TLD wed to a webpage designated [redacted]y ICANN containing Whois po[redacted]cational materials;

4. Publish on Atgron's website the DPS following the format described in RFC 6841; [redacted]

5. Pay all past and currently due fees; and

6. Provide ICANN with corrective and preventative action(s), including implementation date(s), to ensure that Atgron will comply with its RA requirements, including but not limited to those listed above.

If Atgron discontinues its operations or operation of the TLD, or fails to timely cure the breaches and provide the information requested by 6 January 2018, ICANN may commence the RA termination process.

If you have questions or require assistance, please contact [redacted] at [redacted]

Sincerely,

[redacted]

Cc: [redacted]

ATTACHMENT

Failure to operate a Whois service

Section 2.5 of the RA requires registry operators to provide public access to registration data in accordance with Specification 4 of the RA. Section 1 of Specification 4 of the RA requires registry operators to operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the specified elements in the specified format, outlined in Section 1 of Specification 4 of the RA. Atgron's failure to operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access is a breach of Section 2.5 of the RA and Section 1 of Specification 4 of the RA. Additionally, under Section 2.13 a[redacted]f the RA, failure to comply with the required F[redacted]irectory Services ("RDDS") obligations may result in the emergency transition of the TLD wed to an emergency interim registry operator of the registry for the TLD.

Failure to display required Whois format

Section 2.5 of the RA requires registry operators to provide public access to registration data in accordance with Specification 4 of the RA. Section 1 of Specification 4 of the RA requires registry operators to display domain name data in a specified format for Whois query responses. The format of Whois query responses shall contain the minimum elements, and follow a semi-free text format, outlined in Section 1 of Specification 4 of the RA. Additional specifications to the format of Whois query responses are contained in the Clarifications, AWIP and CL&D Policy. Section 2.2 of the RA requires registry operators to comply with and implement all Consensus Policies, including the AWIP and CL&D Policy. Atgron's failure to display Whois data in the specified format is a breach of Section 2.5 of the RA and Section 1 of Specification 4 of the RA, Section 2.2 of the RA, the Clarifications, the AWIP and CL&D Policy.

Failure to provide a link to Whois policy and educational ma[redacted]site

Section 1.11 of Specification 4 of the RA requires registry operators to provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN [redacted]esignated by ICANN containing Whois policy and educational [redacted]e to provide a link on the primary website for the TLD wed to a [redacted]ICANN containing Whois policy and educational materials is a breach [redacted]ication 4 of the RA.

[redacted]EC Practice Statement on website

[redacted]on 6 of the RA requires registry operators to, among other things, [redacted]e DPS describing critical security controls and procedures for key [redacted] and usage for its own keys and secure acceptance of registrants' public-key material following the format described in RFC 6841. Atgron's failure to publish DPS on its w[redacted] 6 of the RA.

Failure to pay fees

Article 6 of the RA requires registry operators to pay Registry-Level Fees on a quarterly basis within 30 calendar days following the date of the invoice provided by ICANN. Atgron owes ICANN past due fees, in breach of Article 6 of the RA.

Chronology:

Date of Notice	Deadline for Response	Details
7-Dec-2017	N/A	ICANN sent Escalated compliance notice via email to amcadory@atgron.wed, [redacted] and [redacted]. No response received from Registry Operator.
7-Dec-2017	N/A	ICANN sent Escalated compliance notice via fax to [redacted]. Fax successful.
7-Dec-2017	N/A	ICANN called Compliance Contact at [redacted] and provided Compliance Contact with complaint details.
7-Dec-2017	N/A	ICANN conducted compliance check to determine other areas of noncompliance.
7-Dec-2017	N/A	To date, the Registry Operator has not responded to ICANN and the issue remains unresolved.

[redacted]

Subject	**[~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	Compliance Tickets <[redacted]>
To	<amcadory@atgron.wed>
Cc	<[redacted]>
Reply-To	<c[redacted]
Date	2017-12-07 14:10
Priority	Normal

- Notice of breach - Atgron, Inc. (wed).pdf (~316 KB)
- Atgron, Inc. (wed) customer fees statement 6 Dec 2017.pdf (~14 KB)

Dear Atgron, Inc. (wed),

ICANN is resending the notice and email below to ensure receipt. Please ensure your registry operator's contact information is up to date in the Naming Services portal (NSp).

Sincerely,

[redacted]
ICANN Contractual Compliance

##

> Dear Adrienne McAdory,
>
> Attached you will find a notice of breach from ICANN regarding your registry operator Atgron, Inc. (wed).
>
> In addition, please see the attached customer fees statement that details the $12,500.00 in past due fees owed by your registry operator to ICANN.
>
> Please take immediate action and cure the breaches mentioned in the attached notice if you want to maintain your registry operator's registry agreement with ICANN. Please note that ICANN may terminate Atgron, Inc.'s registry agreement immediately due to the registry operator's failure to operate the TLD. Atgron, Inc. must also provide remediation that will ensure it is able to continue operations of the TLD going forward, as requested in the notice of breach.
>
> If you decide to cure the breach, please inform ICANN immediately at [redacted] when the breaches are cured.
>
> Please contact [redacted] if you have any questions regarding this notice.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance
>
>

Subject	**[~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	Compliance Tickets <[redacted]>
To	<amcadory@atgron.wed>
Cc	[redacted]
Reply-To	<c[redacted]
Date	2017-12-07 15:57
Priority	Normal

Hi Adrienne,

Thank you for your prompt response and confirmation regarding payment of fees.

Please note that the ICANN Contractual Compliance process is independent from any other ICANN processes, such as the EBERO transition procedure, or other communications and efforts that may have taken place between Atrgron and ICANN Global Domains Division or Technical Services teams. Therefore, there may be additional items that will be requested of Atgron during those separate processes and you should respond directly and timely to those requests.

As for the notice of breach issued by ICANN Contractual Compliance, the chronology in the notice details only the issuance of the Compliance Escalated Notice and responses thereto (for which there was none). Additionally, all items listed in the notice of breach will need to be cured by 6 January 2018 to satisfy the ICANN Contractual Compliance process.

ICANN also notes that Atgron will need to notify and seek ICANN's approval of the implementation of a Material Subcontracting Arrangement ("MSA") with entities providing any of the critical registry functions. In the absence of such notification and approval, Atgron may be subject to additional Compliance action. For details, please see the requirements in the registry agreement ("RA") at Section 7.5.

ICANN looks forward to Atgron's full response to the notice of breach by 6 January 2018. Please note that failure to cure the breach by that date may result in commencement of termination of the wed RA.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

##

> Dear [redacted],
>
> As required by ICANN,
> the outstanding fees will be paid no later than Jan 6 2018. The notes regarding the breach are inaccurate because they do not detail the numerous attempts by Atgron to resolve the breach with updates to the Whois servers and nameservers by a new backend Registry Service Provider, [redacted]. The notice is wholly inaccurate in stating there has been no response from Atgron, there were back and forth responses for 9 hours over the course of Dec 7. We certainly understand ICANN's position and the gravity of the situation and look forward to seeing what specific requirements other than an ICANN approved Registrar and payment of the outstanding

fees will be necessary for ICANN to return the .wed TLD to Atgron, Inc.'s control.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed
>
> > On Dec 7, 2017, at 7:10 PM, Compliance Tickets wrote:
> >
> > Dear Atgron, Inc. (wed),
> >
> > ICANN is resending the notice and email below to ensure receipt. Please ensure your registry operator's contact information is up to date in the Naming Services portal (NSp).
> >
> > Sincerely,
> >
> > [redacted]
> > ICANN Contractual Compliance
> >
> > ##
> >
> > > Dear Adrienne McAdory,
> > >
> > > Attached you will find a notice of breach from ICANN regarding your registry operator Atgron, Inc. (wed).
> > >
> > > In addition, please see the attached customer fees statement that details the $12,500.00 in past due fees owed by your registry operator to ICANN.
> > >
> > > Please take immediate action and cure the breaches mentioned in the attached notice if you want to maintain your registry operator's registry agreement with ICANN. Please note that ICANN may terminate Atgron, Inc.'s registry agreement immediately due to the registry operator's failure to operate the TLD. Atgron, Inc. must also provide remediation that will ensure it is able to continue operations of the TLD going forward, as requested in the notice of breach.
> > >
> > > If you decide to cure the breach, please inform ICANN immediately at [redacted] when the breaches are cured.
> > >
> > > Please contact [redacted] if you have any questions regarding this notice.
> > >
> > > Sincerely,
> > >
> > > [redacted]
> > > ICANN Contractual Compliance
> > >
> > >
> >
> >
> >
> >
> > Ticket Details
> > Ticket ID: MIL-801-19253
> > Department: SLA

Subject **Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2017-12-08 07:12

- Digital Signature (~5 KB)

Hi Adrienne,

Please note that the cure period of 30 calendar days for the notice of breach is driven by the registry agreement (RA) provisions in Section 4.3 of the RA.
Where completion of remediation for a noncompliance is dependent on ICANN, that will be taken into consideration, so long as Atgron has provided all necessary information for ICANN to conduct its review process.

ICANN looks forward to Atgron's full response to the notice of breach by 6 January 2018. Please note that failure to cure the breach by that date may result in commencement of termination of the wed RA.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 7, 2017 at 6:26 PM
To: [redacted]
Cc: [redacted]
Subject: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Given the additional details in your note, 30 days is an insufficient amount of time to undertake the MSA process and pass given our previous experience with ICANN. It would seem this notice was not provided in good faith.

Warm Regards,
Adrienne McAdory

Atgron, Inc.

Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Dec 7, 2017, at 8:57 PM, Compliance Tickets · [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your prompt response and confirmation regarding payment of fees.
>
> Please note that the ICANN Contractual Compliance process is independent from any other ICANN processes, such as the EBERO transition procedure, or other communications and efforts that may have taken place between Atrgron and ICANN Global Domains Division or Technical Services teams. Therefore, there may be additional items that will be requested of Atgron during those separate processes and you should respond directly and timely to those requests.
>
> As for the notice of breach issued by ICANN Contractual Compliance, the chronology in the notice details only the issuance of the Compliance Escalated Notice and responses thereto (for which there was none). Additionally, all items listed in the notice of breach will need to be cured by 6 January 2018 to satisfy the ICANN Contractual Compliance process.
>
> ICANN also notes that Atgron will need to notify and seek ICANN's approval of the implementation of a Material Subcontracting Arrangement ("MSA") with entities providing any of the critical registry functions. In the absence of such notification and approval, Atgron may be subject to additional Compliance action. For details, please see the requirements in the registry agreement ("RA") at Section 7.5.
>
> ICANN looks forward to Atgron's full response to the notice of breach by 6 January 2018. Please note that failure to cure the breach by that date may result in commencement of termination of the wed RA.
>
> Please confirm receipt of this email.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance
>
> ##
>
> > Dear [redacted],
> >
> > As required by ICANN,
> > the outstanding fees will be paid no later than Jan 6 2018. The notes regarding the breach are inaccurate because they do not detail the numerous attempts by Atgron to resolve the breach with updates to the Whois servers and nameservers by a new backend Registry Service Provider, [redacted]. The notice is wholly

Subject **Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2017-12-08 13:10

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for your response.

Please note that since the ICANN Contractual Compliance process is independent from other ICANN functions, Atgron's responses to the notice of breach (and any other Contractual Compliance matters) must be provided directly and in writing to ICANN Contractual Compliance, even if already provided to other ICANN teams or staff.

If you decide to cure the breach, please inform ICANN immediately at [redacted] or by reply to this email thread when the breaches are cured. Failure to cure the breach by 6 January 2018 may result in commencement of termination of the wed RA.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 8, 2017 at 10:22 AM
To: [redacted]
Subject: Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Before this breach happened, I informed my [redacted] this was going to occur and she asked me to call her and detail my plan to remedy the EBERO situation and get back to normal operations so that she could convey that information to the compliance team. I informed her I would be able to pay the outstanding Registry Operator fees of $12,500 by January, I would then able to pay the MSA fees in July and any EBERO fees to reinstate escrow by December. I then had a call with [redacted] and expressed the same plan. Therefore, the requirements outlined in your compliance message are requirements you are already aware I cannot meet because the MSA process will cost $4,000 at a minimum and I cannot pay that fee along with other non-ICANN fees by January 6 as I have already expressed to my Engagement Manager. I can certainly

understand that ICANN wants this situation handled quickly and since I have a new RSP, so do I, but there are limitations to what I can do. There isn't another loan to be had and I am not going to sell this TLD. That said, I will try my best to put this all behind us as quickly as possible.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Dec 8, 2017, at 12:12 PM, [redacted] wrote:

> Hi Adrienne,
>
> Please note that the cure period of 30 calendar days for the notice of breach is driven by the registry agreement (RA) provisions in Section 4.3 of the RA.
> Where completion of remediation for a noncompliance is dependent on ICANN, that will be taken into consideration, so long as Atgron has provided all necessary information for ICANN to conduct its review process.
>
> ICANN looks forward to Atgron's full response to the notice of breach by 6 January 2018. Please note that failure to cure the breach by that date may result in commencement of termination of the wed RA.
>
> Please confirm receipt of this email.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Thursday, December 7, 2017 at 6:26 PM
> **To:** [redacted]
> **Subject:** [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements
>
> Hello [redacted],
>
> Given the additional details in your note, 30 days is an insufficient amount of time to undertake the MSA process and pass given our previous experience with ICANN. It would seem this notice was not provided in good faith.

Subject **Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements** [redacted]
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2017-12-08 14:46

- Digital Signature (~5 KB)

Hi Adrienne,

I apologize if the processes were not made clear to you by ICANN from the outset. Again, the EBERO transition process is separate from the Contractual Compliance process, and the Contractual Compliance process commenced with the occurrence of the noncompliant Registration Data Directory Services starting on 7 December 2017 at the 75% downtime threshold. The Escalated Notice that was sent to Atgron indicated that the EBERO process was something that could occur in parallel. I also explained the differences between the EBERO and Contractual Compliance processes, including the expected notice of breach, when I spoke with [redacted] (Atgron's Compliance Contact) on the morning of 7 December 2017 via telephone.

I hope the information I have provided to date has clarified the requirements of the Contractual Compliance process moving forward. However, if you have additional questions, please let me know. You may also find information posted on icann.org about the Contractual Compliance Approach and Process at https://www.icann.org/resources/pages/approach-processes-2012-02-25-en .

Thank you for your continued collaboration to cure the notice of breach by 6 January 2018, via reply to this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 8, 2017 at 4:22 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted],

Why was I not provided with the ICANN Compliance team email at the point that I was asked for my plan to remedy the EBERO process when it was patently obvious to ICANN staff that there was no way I could fulfill the MSA requirement within the one week I had from the time I notified ICANN of [redacted] reversal of their

agreement to allow me to pay for RSP services on a quarterly basis and the end of my contract with CoCCA, which precipitated the EBERO event? I have done everything I can to be upfront and cooperative but that has never worked for me before with ICANN so nothing that happens from this day forward will surprise or dismay me.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Dec 8, 2017, at 6:10 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your response.
>
> Please note that since the ICANN Contractual Compliance process is independent from other ICANN functions, Atgron's responses to the notice of breach (and any other Contractual Compliance matters) must be provided directly and in writing to ICANN Contractual Compliance, even if already provided to other ICANN teams or staff.
>
> If you decide to cure the breach, please inform ICANN immediately at [redacted] or by reply to this email thread when the breaches are cured. Failure to cure the breach by 6 January 2018 may result in commencement of termination of the wed RA.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Friday, December 8, 2017 at 10:22 AM
> **To:** [redacted]
> **Cc:** [redacted]
> **Subject:** Re: [Ext] Re: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements
>
> Hello [redacted],
>
> Before this breach happened, I informed my [redacted] this was going to occur and she asked me to call her and detail my plan to remedy the EBERO situation and get back to normal operations so that she could convey that information to the compliance team. I

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2017-12-21 13:53

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your response and will follow up.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 21, 2017 at 6:30 AM
To: [redacted]
Subject: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

Yesterday [redacted] asked me to respond to the Compliance Team with a plan to cure each breach noted in the Compliance notice. As I stated to you at the time I received this notice, we will only be able to pay the outstanding balance of the fees owed of $12,500 by 6 January 2018.

ICANN informed us Technical testing for a new RSP takes at a minimum 4-6 weeks and that cannot commence until we pay the additional $4,000 fee for testing of our new RSP, [redacted] We cannot pay for testing until July so that we do not fall behind on the Registry Operator fees again and then the 4-6 week testing will commence after the July payment. We will be able to repay the outstanding fees owed to the EBERO fund by December because again we cannot fall behind on the Registry Operator fees. This is exactly the same plan I provided to [redacted] the week prior to the breach and I will continue to provide the same information because that is the reality of the situation.

If as [redacted]'s note yesterday implies we are once again required to cure all breaches and provide a plan to avoid them in the future by 6 January 2018, I again state that ICANN's letter of breach was not provided in good faith.

Happy Holidays to you and yours.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

Begin forwarded message:

From: Compliance Tickets [redacted]
Date: December 7, 2017 at 7:10:56 PM EST
To: amcadory@atgron.wed
Cc: [redacted]
Subject: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements
Reply-To: [redacted]

Dear Atgron, Inc. (wed),

ICANN is resending the notice and email below to ensure receipt. Please ensure your registry operator's contact information is up to date in the Naming Services portal (NSp).

Sincerely,

[redacted]
ICANN Contractual Compliance

##

> Dear Adrienne McAdory,
>
> Attached you will find a notice of breach from ICANN regarding your registry operator Atgron, Inc. (wed).
>
> In addition, please see the attached customer fees statement that details the $12,500.00 in past due fees owed by your registry operator to ICANN.
>
> Please take immediate action and cure the breaches mentioned in the attached notice if you want to maintain your registry operator's registry agreement with ICANN. Please note that ICANN may terminate Atgron, Inc.'s registry agreement immediately due to the registry operator's failure to operate the TLD. Atgron, Inc. must also provide remediation that will ensure it is able to continue operations of the TLD going forward, as requested in the notice of breach.
>
> If you decide to cure the breach, please inform ICANN immediately at [redacted] when the breaches are cured.
>
> Please contact [redacted] if you have any questions regarding this notice.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements** [redacted]
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2017-12-22 13:28

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your emails and will review them.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 22, 2017 at 11:41 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

Here is our response for the 6 breach notification issues.

Points 1-4 of the breach will be addressed by our new RSP, [redacted] There was no technical failure of our Registry, it is our understanding ICANN informed [redacted] of the means to invoke the EBERO process and [redacted] followed those instructions. [redacted] and [redacted] were on the distro for the emails from [redacted] outlining the request from ICANN. We therefore think there is no further plan of action we need to provide to avoid breaches of this nature in the future except to bring our own in-house RSP solution on-line which we fully intend to do once we have the $16,500 required for a new RSP to go-live via the MSA process. We will submit our MSA application for [redacted] prior to 6 Jan. We will pay the $4,000 testing fee as detailed in the previous email.

For point 5, as expressed in the previous email, we will pay the outstanding fees by 6 Jan and will spread payments of other fees to avoid becoming delinquent again as detailed in the previous email.

For point 6, we have obtain a new RSP provider, [redacted] but long-term intend to be our own RSP provider and we will spread the payment of fees over a timeframe that will allow us not to become delinquent on the

payment Registry Operator fees as detailed in our previous emails and previous conversations with [redacted] and [redacted]

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Dec 22, 2017, at 9:13 AM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your response. However, the information provided does not address all of the items in the notice of breach, or, provide a complete, detailed plan with milestones and estimated implementation dates for how each of the breach items will be cured. Such information is critical for ICANN's determination regarding whether Atgron has demonstrated it is able to successfully operate the .wed top-level domain and avoid additional instances of noncompliance for the registry's critical functions or otherwise.
>
> ICANN Contractual Compliance understands from Atgron' response below, that it may be intending to subcontract some of the .wed critical registry functions to a new registry service provider - [redacted] To do so in a compliant manner, Atgron must obtain advance approval from ICANN through a Material Subcontracting Arrangement (MSA) as detailed in Section 7.5 of the registry agreement. Therefore, please include in your response to the notice of breach, Atgron's detailed plan for completing the MSA process, including milestones and estimated implementation dates. Additionally, when addressing each of the items below, please identify the entity that will be providing the function (e.g., Atgron, its registry service provider or otherwise) and how and when the function will be provided successfully without additional instances of noncompliance going forward.
>
> The following items identified in the notice of breach remain (numbering from notice kept for consistency):
>
> **1. Operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the specified elements in the specified format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA.** Note that this breach item contains two distinct instances of noncompliance - failure to operate a port 43 Whois service and failure to operate a web-based Whois service at whois.nic.wed.
>
> ICANN understands that Atgron may be proposing to cure this item by contracting with a new registry service provider, [redacted]. Please confirm whether that is a correct understanding (for both port 43 and the web-based services) and address it in Atgron's detailed remediation plan, as referenced above.

2. Display domain name data in the specified response format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA, the Clarifications, the AWIP and the CL&D Policy. Noncompliance for .wed domain names' Whois format were found with all of the requirements described above. Additionally, it appears Atgron has failed to register the repository identifier with IANA per Section 2 of the gTLD Registry Advisory: Correction of non-compliant ROIDs. Furthermore, there were missing values for multiple keys on self-allocated registrations with the registry operator.

ICANN has not received a response to this item. It is unclear whether Atgron intends to provide this service directly or subcontract this function to its new registry service provider or otherwise. Please address it in Atgron's detailed remediation plan, as referenced above.

3. Provide a link on the primary website for the TLD wed to a webpage designated by ICANN containing Whois policy and educational materials. Note that whois.icann.org[whois.icann.org] is an acceptable link for curing this item.

ICANN has not received a response to this item. It is unclear whether Atgron intends to publish this link or subcontract this function to its new registry service provider or otherwise. Please provide ICANN with the location of this link on Atgron's website, or, if it will be a subcontracted function, please address it in Atgron's detailed remediation plan, as referenced above.

4. Publish on Atgron's website the DPS following the format described in RFC 6841. ICANN has not received a response to this item. It is unclear whether Atgron intends to publish its DNSSEC Practice Statements (DPS) or subcontract this function to its new registry service provider or otherwise. Please provide ICANN with the location of the .wed DPS on Atgron's website, or, if it will be a subcontracted function, please address it in Atgron's detailed remediation plan, as referenced above.

5. Pay all past and currently due fees. ICANN understands from the response below that your registry operator is intending to pay its outstanding ICANN fees by the cure date of 6 January 2018. To ensure receipt and proper application of the payment, please confirm the date payment is made (6 January or earlier), the amount paid and payment method; and provide evidence, such as a wire confirmation.

6. Provide ICANN with corrective and preventative action(s), including implementation date(s), to ensure that Atgron will comply with its RA requirements, including but not limited to those listed above. ICANN has not received a response to this item. In addition to the remediation plan referenced above to correct the current noncompliances, please describe in detail and with implementation dates, how Atgron will prevent future noncompliance with the registry agreement (generally; and specifically as it relates to the items above) and ensure it is able to successfully continue .wed's operations.

By 6 January 2018, please provide the information requested above. Failure to provide the information requested above may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: [redacted]
Date: Thursday, December 21, 2017 at 3:53 PM
To: Adrienne McAdory <amcadory@atgron.wed>
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hi Adrienne,

I confirm receipt of your response and will follow up.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, December 21, 2017 at 6:30 AM
To: [redacted]
Subject: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted] and [redacted]

Yesterday [redacted] asked me to respond to the Compliance Team with a plan to cure each breach noted in the Compliance notice. As I stated to you at the time I received this notice, we will only be able to pay the outstanding balance of the fees owed of $12,500 by 6 January 2018.

ICANN informed us Technical testing for a new RSP takes at a minimum 4-6 weeks and that cannot commence until we pay the additional $4,000 fee for testing of our new RSP, [redacted] We cannot pay for testing until July so that we do not fall behind on the Registry Operator fees again and then the 4-6 week testing will commence after the July payment. We will be able to repay the outstanding fees owed to the EBERO fund by December because again we cannot fall behind on the Registry Operator fees. This is exactly the same plan I provided to [redacted] the week prior to the breach and I will continue to provide the same information because that is the reality of the situation.

If as [redacted]s note yesterday implies we are once again required to cure all breaches and provide a plan to avoid them in the future by 6 January 2018, I again state that ICANN's letter of breach was not provided in good faith.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-02 13:11

- ATT00001.txt (~172 B)

Hi Adrienne,

An Escalated SLA Alert compliance notice, including the details of the Port 43 RDDS technical failure, was sent to Atgron by ICANN Contractual Compliance on 7 December 2017. A copy of that notice is attached. I also spoke with Atgron's Compliance Contact, [redacted] via telephone on the same day about the notice. Because the Port 43 RDDS technical failure reached the EBERO thresholds defined in the RA, that transition process was invoked and the notice of breach issued.

Unrelated to the Port 43 RDDS failure, Atgron was also found to be noncompliant with several other items in the RA during the pre-breach compliance check (i.e., no functional web-based Whois service, noncompliant Whois format, missing web-posting obligations, failure to pay ICANN fees, etc.). Those items are detailed in the notice of breach and my prior communications since. Therefore, to suggest that Atgron was otherwise compliant because it had not received additional compliance notices, and now does not need a remediation plan, is inaccurate.

I hope this clarifies the situation leading to the breach and why ICANN has been asking for details to demonstrate that Atgron is able to function as a compliant registry operator going forward.

To supplement the response below, ICANN is requesting the following information; please respond inline for each item:

i. The latest date by which Atgron expects it will pay the Technical Testing fee for its in-house RSP solution and detailed explanation regarding why it may be later than July 2018.
    a. The milestones and their dates for ensuring Atgron will procure the Technical Testing fee funds by the date provided in the item above.
ii. Detailed explanation regarding how Atgron will ensure it timely pays its future service provider fees, including how it will ensure the necessary funds are available by the service providers' required due dates.
    a. The milestones and their dates for the implementing the actions provided in the item above.
iii. Detailed explanation regarding how Atgron will ensure it complies with the RA, regardless of the entity providing the function or whether Atgron has received a compliance notice.
    a. The milestones and their dates for the implementing the actions provided in the item above.
iv. Detailed explanation regarding how Atgron will ensure it timely pays its future registry operator fees to ICANN, including how it will ensure the necessary funds are available by each invoice due date.
    a. The milestones and their dates for the implementing the actions provided in the item above.
v. For the 2 January 2018 MSA application submission, please provide the Naming Services portal case number of that completed submission.
vi. For the 10 January 2018 payment of the Technical Panel review fee, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment.
vii. For the 6 January 2018 payment of $12,500 to ICANN, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment.

Additional information may be requested based on your response. Therefore, please be as detailed and thorough as possible.

By 6 January 2018, please provide the information requested above. Failure to provide the information requested above may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 2, 2018 at 10:37 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

With regard to the first paragraph in your response below, it is in error. At no point before the EBERO breach specifically instigated by [redacted] under the direction of ICANN was there a technical breach of this magnitude for the .wed TLD. At most, the Compliance notices are a few years old or referred to RDDS issues which were quickly handled. Please provide me with a compliance message within the last year that would have precipitated a breach and termination of the contract. If ICANN wants to start sending termination threats for RDDS issues, that is certainly an option.

So with regard to milestones to address issues:

Issue 5
- Jan 6 pay $12,500 balance in full
- Corrective action: Continue to pay Registry Operator fees in as timely a manner as possible as we have since the contract was signed Oct 2013.

Issues 1-4 & 6
- Jan 2 re-submit same MSA application submitted previously for in-house Atgron RSP solution.
- Jan 10 pay fee for Technical Panel review
- Next milestone is dependent upon how fast ICANN marshals Panel and evaluation is conducted.
- TBD but no sooner than July, pay Technical Testing fee
- TBD if pass test, obtain any required data from [redacted] and resume normal operations
- TBD if fail test, fix issues resulting in failure and repay for Technical test

Corrective Action: maintain requirements and specifications of the Registry Operator agreement as we have done in the past.

In sum, this situation was precipitated by a reversal of a documented decision by our previous RSP at a late hour and the instructions from ICANN for how to initiate the EBERO process. We attempted to resolve the issues for over 9 hours with a new RSP and were ultimately unsuccessful. The 9 hrs of work by the new RSP should never have been allowed in the first place and should have been called off by ICANN since ICANN was fully aware the MSA process had to be followed and yet there was constant communication back and forth with our new RSP provider, our DNS provider and ICANN team members.

This situation in which we find ourselves today is not a pattern of behavior as the Compliance team is implying and therefore a mitigation plan should reflect nothing more than Atgron doing the same thing it has been doing since 2013 which is running the .wed TLD per the requirements of our contract.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 2, 2018, at 1:04 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your responses, including the one below and one attached. They are insufficient to cure the breach items as detailed below because they lack specificity, details, milestones and implementation dates to demonstrate Atgron's ability to function as a registry operator.
>
> To be clear, there was a technical failure of the registry for the top-level domain (TLD) wed. The registry for wed incurred a failure of a Critical Function as defined in Section 6 of Specification 10 of the registry agreement (RA) on 7 December 2017. Specifically, the Port 43 Registration Data Directory Service (RDDS) function failed, leading to both the EBERO transition and notice of breach. As you have described in your responses, this Critical Function failure was due to Atgron's inability to make sufficient and timely payment to its registry service provider (RSP), [redacted], under [redacted] s terms. However, additional items of noncompliance (as detailed in the notice of breach), also existed separate and apart from the failure of the Port 43 RDDS failure, indicating that Atgron was noncompliant with the RA outside of its inability to pay its RSP.
>
> Although your response below indicates that to avoid the same failure in the future Atgron intends to bring its own in-house RSP solution online, such statement does not provide sufficient details to demonstrate to ICANN Contractual Compliance that Atgron will successfully be able to implement the processes and procedures or procure the necessary funds to successfully continue operations of the TLD going forward without additional failures. Nor does the prior response provide milestones or implementation dates for achieving implementation of the proposed in-house solution or any interim solution(s), as previously requested. For example, Atgron has not provided details or milestones and implementation dates on how it intends to ensure it will be able to pay any fees associated with the Material Subcontracting Arrangement (MSA) by its proposed date of July 2018, make timely payments to ICANN of its fees or make timely payments to its RSPs or other service providers, or ensure the registry operator will comply with all requirements in the RA (generally and including those not provided by a RSP; and specifically those requirements subject to the breach cure items #1-4). Again, Atgron must provide a detailed remediation plan with milestones for achieving the plan and implementation dates, as previously requested. Please do so **by 6 January 2018**.
>
> ICANN notes that it applies the RA's requirements to each registry operator equally, regardless of its size or volume of business.
> Please also be reminded again that to cure the notice of breach, you must provide all information directly to ICANN Contractual Compliance in writing.

The following items identified in the notice of breach remain (numbering from notice kept for consistency):

1. Operate a Whois service available via port 43 in accordance with RFC 3912 and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the specified elements in the specified format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA. Note that this breach item contains two distinct instances of noncompliance - failure to operate a port 43 Whois service and failure to operate a web-based Whois service at whois.nic.wed. Even prior to the termination of Atgron's prior registry service provider's contract with Atgron, the web-based service was nonfunctional. Please provide details, milestones and implementation dates in Atgron's detailed remediation plan, as referenced above.

2. Display domain name data in the specified response format, as required by Section 2.5 of the RA and Section 1 of Specification 4 of the RA, the Clarifications, the AWIP and the CL&D Policy. Noncompliance for .wed domain names' Whois format were found with all of the requirements described above. Additionally, it appears Atgron has failed to register the repository identifier with IANA per Section 2 of the gTLD Registry Advisory: Correction of non-compliant ROIDs. Furthermore, there were missing values for multiple keys on self-allocated registrations with the registry operator. Please provide details, milestones and implementation dates in Atgron's detailed remediation plan, as referenced above.

3. Provide a link on the primary website for the TLD wed to a webpage designated by ICANN containing Whois policy and educational materials. Note that whois.icann.org[whois.icann.org] is an acceptable link for curing this item. Please provide details, milestones and implementation dates in Atgron's detailed remediation plan, as referenced above.

4. Publish on Atgron's website the DPS following the format described in RFC 6841. Please provide details, milestones and implementation dates in Atgron's detailed remediation plan, as referenced above.

5. Pay all past and currently due fees. ICANN understands from the response below that your registry operator is intending to pay its outstanding ICANN fees by the cure date of 6 January 2018. To ensure receipt and proper application of the payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence, such as a wire confirmation.

6. Provide ICANN with corrective and preventative action(s), including implementation date(s), to ensure that Atgron will comply with its RA requirements, including but not limited to those listed above. In addition to the remediation plan referenced above to correct the current noncompliances, please describe in detail and with implementation dates, how Atgron will prevent future noncompliance with the registry agreement (generally and specifically as it relates to the items above) and ensure it is able to successfully continue .wed's operations.

By 6 January 2018, please provide the information requested above. Failure to provide the information requested above may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: [redacted]
Date: Friday, December 22, 2017 at 3:28 PM
To: Adrienne McAdory <amcadory@atgron.wed>
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hi Adrienne,

I confirm receipt of your emails and will review them.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, December 22, 2017 at 11:41 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

Here is our response for the 6 breach notification issues.

Points 1-4 of the breach will be addressed by our new RSP, [redacted] There was no technical failure of our Registry, it is our understanding ICANN informed [redacted] of the means to invoke the EBERO process and [redacted] followed those instructions. [redacted] and [redacted] were on the distro for the emails from [redacted] outlining the request from ICANN. We therefore think there is no further plan of action we need to provide to avoid breaches of this nature in the future except to bring our own in-house RSP solution on-line which we fully intend to do once we have the $16,500 required for a new RSP to go-live via the MSA process. We will submit our MSA application for [redacted] prior to 6 Jan. We will pay the $4,000 testing fee as detailed in the previous email.

For point 5, as expressed in the previous email, we will pay the outstanding fees by 6 Jan and will spread payments of other fees to avoid becoming delinquent again as detailed in the previous email.

For point 6, we have obtain a new RSP provider, [redacted], but long-term intend to be our own RSP provider and we will spread the payment of fees over a timeframe that will allow us not to become delinquent on the payment Registry Operator fees as detailed in our previous emails and previous conversations with [redacted] and [redacted]

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-02 15:19

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your response. It does not demonstrate how Atgron will ensure successful and compliant operation of the wed TLD, and is insufficient to cure the notice of breach.

Please provide the requested information **by 6 January 2018**. Failure to provide the information requested may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 2, 2018 at 4:11 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

In an email on December 7, 2017 with timestamp 10:17am on my computer that included [redacted] of [redacted] went into significant detail about ICANN's how ICANN directed [redacted] to take certain steps to successfully cause a breach of the contract and EBERO status. As far as I know any pre-notices that you mentioned occurred in the same exact timeframe and were also the result of directions by ICANN since we had no breach notifications until [redacted] began carrying out the activities directed by ICANN. If you persist down this road of pretending ICANN was unaware of the facts of this matter and the unwarranted threats and repeated requests for details that cannot be provided by me to ICANN because of the dependencies we have on ICANN completing actions like putting together a Technical Evaluation Panel and that Panel completing its work, you are opening the ICANN up to more well-deserved scrutiny of the well documented historically corrupt practices of this organization.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 2, 2018, at 6:11 PM, [redacted] wrote:

> Hi Adrienne,
>
> An Escalated SLA Alert compliance notice, including the details of the Port 43 RDDS technical failure, was sent to Atgron by ICANN Contractual Compliance on 7 December 2017. A copy of that notice is attached. I also spoke with Atgron's Compliance Contact, [redacted] via telephone on the same day about the notice. Because the Port 43 RDDS technical failure reached the EBERO thresholds defined in the RA, that transition process was invoked and the notice of breach issued.
>
> Unrelated to the Port 43 RDDS failure, Atgron was also found to be noncompliant with several other items in the RA during the pre-breach compliance check (i.e., no functional web-based Whois service, noncompliant Whois format, missing web-posting obligations, failure to pay ICANN fees, etc.). Those items are detailed in the notice of breach and my prior communications since. Therefore, to suggest that Atgron was otherwise compliant because it had not received additional compliance notices, and now does not need a remediation plan, is inaccurate.
>
> I hope this clarifies the situation leading to the breach and why ICANN has been asking for details to demonstrate that Atgron is able to function as a compliant registry operator going forward.
>
> To supplement the response below, ICANN is requesting the following information; please respond inline for each item:
>
> i. The latest date by which Atgron expects it will pay the Technical Testing fee for its in-house RSP solution and detailed explanation regarding why it may be later than July 2018.
> a. The milestones and their dates for ensuring Atgron will procure the Technical Testing fee funds by the date provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it timely pays its future service provider fees, including how it will ensure the necessary funds are available by the service providers' required due dates.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it complies with the RA, regardless of the entity providing the function or whether Atgron has received a compliance notice.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it timely pays its future registry operator fees to ICANN, including how it will ensure the necessary funds are available by each invoice due date.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. For the 2 January 2018 MSA application submission, please provide the Naming Services portal case number of that completed submission.
> ii. For the 10 January 2018 payment of the Technical Panel review fee, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment.

Subject	**Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	[redacted]
To	amcadory@atgron.wed <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-01-03 14:44

Hi Adrienne,

I confirm receipt of your four emails today, including the three attached and one below.

Thank you for confirming the details of Atgron's payments for today. ICANN Contractual Compliance will confirm receipt of the payments and application to wed's account. Please note that this process could take up to three business days from the time of payment. To expedite the process, please provide evidence of the payments, such as the wire confirmations. Please also provide details and confirmation of submitting additional payment on 5 January, as indicated in your response.

To answer your questions, note that any information or requests submitted by Atgron in the Naming Services portal related the requested Material Subcontracting Arrangement (MSA) will be processed and addressed by ICANN's Global Domains Division teams. Details regarding ICANN's MSA process can be found at https://www.icann.org/resources/material-subcontracting-arrangement . Additionally, details regarding ICANN's termination of a registry operator's registry agreement (RA) are contained within Section 4.3 of the RA and at https://www.icann.org/resources/pages/gtld-registry-agreement-termination-2015-10-09-en .

The information previously requested to assess Atgron's ability to successfully and compliantly operate the wed TLD remains outstanding and the notice of breach has not been cured. Please provide the requested information **by 6 January 2018**. Failure to provide the information requested may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, January 3, 2018 at 2:55 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

One other question, I presume if my contract is terminated on 6 January all monies paid for the Technical Evaluation Panel will be returned? Please advise at your earliest convenience. Thank you.

Warm Regards,
Adrienne McAdory

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On Jan 2, 2018, at 8:19 PM, [redacted] wrote:

> Hi Adrienne,
>
> I confirm receipt of your response. It does not demonstrate how Atgron will ensure successful and compliant operation of the wed TLD, and is insufficient to cure the notice of breach.
>
> Please provide the requested information **by 6 January 2018**. Failure to provide the information requested may result in escalation of the matter to termination of the registry agreement.
>
> Please confirm receipt of this email.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Tuesday, January 2, 2018 at 4:11 PM
> **To:** [redacted]
> **Cc:** [redacted]
> **Subject:** Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements
>
> Dear [redacted],
>
> In an email on December 7, 2017 with timestamp 10:17am on my computer that included [redacted] of [redacted] went into significant detail about ICANN's how ICANN directed [redacted] to take certain steps to successfully cause a breach of the contract and EBERO status. As far as I know any pre-notices that you mentioned occurred in the same exact timeframe and were also the result of directions by ICANN since we had no breach notifications until [redacted] began carrying out the activities directed by ICANN. If you persist down this road of pretending ICANN was unaware of the facts of this matter and the unwarranted threats and repeated requests for

Subject Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-04 13:49

roundcube

- image001.jpg (~1.6 MB)
- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for the wire information for the recent payments. ICANN confirms receipt and application of the $5,000 and $19,000 payments to wed's account.

Your question regarding MSA fees indicates a lack of understanding regarding the registry agreement's termination procedures, which is why I previously referenced information regarding termination for your review. Also, aside from payment of fees, additional information continues to be required to evidence Atgron's ability to compliantly operate a generic top-level domain and cure the breach notice. If Atgron is unwilling to request voluntary termination and would like to avoid termination of its registry agreement by ICANN, the best course of action is to address the items previously requested, by 6 January 2018. Those items are listed again here for your convenience. Please respond inline for each item:

i. The latest date by which Atgron expects it will pay the Technical Testing fee for its in-house RSP solution and detailed explanation regarding why it may be later than July 2018.
   a. The milestones and their dates for ensuring Atgron will procure the Technical Testing fee funds by the date provided in the item above.
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   a. The milestones and their dates for the implementing the actions provided in the item above.
iii. Detailed explanation regarding how Atgron will ensure it complies with the RA, regardless of the entity providing the function or whether Atgron has received a compliance notice.
   a. The milestones and their dates for the implementing the actions provided in the item above.
iv. Detailed explanation regarding how Atgron will ensure it timely pays its future registry operator fees to ICANN, including how it will ensure the necessary funds are available by each invoice due date.
   a. The milestones and their dates for the implementing the actions provided in the item above.
v. For the 2 January 2018 MSA application submission, please provide the Naming Services portal case number of that completed submission.
vi. For the 10 January 2018 payment of the Technical Panel review fee, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment.
vii. For the 6 January 2018 payment of $12,500 to ICANN, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment. [This is now in reference to the $1,000 payment you indicated will be made on 5 January 2018 via ACH.]

Additional information may be requested based on your response. Therefore, please be as detailed and thorough as possible.

By 6 January 2018, please provide the information requested above. Failure to provide the information requested above may result in escalation of the matter to termination of the registry agreement.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, January 4, 2018 at 9:59 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

Please find attached the confirmation information for the $19,000 wire transfer. The $5,000 payment sent on Jan 2 was an ACH transaction via the bank's mobile app and has no confirmation number. All previous ACH payments to ICANN from the mobile app have been posted without issue for the last 4 years so hopefully there will not be an issue now. The 5 Jan $1,000 payment will also be an ACH transaction.

My final question is unanswered. I am quite familiar with one division of ICANN blaming another division for some inadvertent oversight. Since the fees for the MSA process will be paid before the termination date of 6 January, can we be assured ICANN will promptly return the funds Atgron paid for the MSA process if our contract is terminated on Saturday, January 6, 2018?

mage1.JPG

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-05 14:12

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for confirming your $1,000 payment today. ICANN will confirm receipt and application to wed's account.

As explained, ICANN does not consider the breach notice cured and requires additional information. To help expedite this process, ICANN would like to conduct a call with Atgron to discuss the outstanding notice of breach items, clarify your responses to date and answer any questions you may have.

ICANN is available for a call at the following dates/times. Please confirm your availability, any other call attendees and their role(s) by end of day **Monday, 8 January 2018**. Dial-in information will be provided upon your confirmation.

- Wednesday 10 January 2018 at 16:00 ET/ 13:00 PT/ 21:00 UTC; or
- Friday 12 January 2018 at 16:00 ET/ 13:00 PT/ 21:00 UTC

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, January 5, 2018 at 2:40 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

The additional $1,000 has been paid via ACH today.

We have addressed all of the requirements of the breach notice. The additional information requested below has also been addressed in the previous responses because all of the milestones are now dependent upon ICANN. Atgron's history of paying RA fees is consistent for the last 4 years because you could provide no proof of a previous notice of a breach due to non-payment of fees.

Since we have been told the MSA process can take as long one year per notes of a call we had with the division that runs the MSA process that are in [redacted]'s possession, it is impossible for us to give you a date when ICANN will schedule

Technical Testing and therefore it is not possible to know if July will be too late or early with regard to the payment being due.

I saw no reference to refunds of overpaid funds in the Termination section of the RA. Can you please provide the section number
that I misinterpreted?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Jan 4, 2018, at 6:49 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for the wire information for the recent payments. ICANN confirms receipt and application of the $5,000 and $19,000 payments to wed's account.
>
> Your question regarding MSA fees indicates a lack of understanding regarding the registry agreement's termination procedures, which is why I previously referenced information regarding termination for your review. Also, aside from payment of fees, additional information continues to be required to evidence Atgron's ability to compliantly operate a generic top-level domain and cure the breach notice. If Atgron is unwilling to request voluntary termination and would like to avoid termination of its registry agreement by ICANN, the best course of action is to address the items previously requested, by 6 January 2018. Those items are listed again here for your convenience. Please respond inline for each item:
>
> i. The latest date by which Atgron expects it will pay the Technical Testing fee for its in-house RSP solution and detailed explanation regarding why it may be later than July 2018.
> a. The milestones and their dates for ensuring Atgron will procure the Technical Testing fee funds by the date provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it timely pays its future service provider fees, including how it will ensure the necessary funds are available by the service providers' required due dates.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it complies with the RA, regardless of the entity providing the function or whether Atgron has received a compliance notice.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. Detailed explanation regarding how Atgron will ensure it timely pays its future registry operator fees to ICANN, including how it will ensure the necessary funds are available by each invoice due date.
> a. The milestones and their dates for the implementing the actions provided in the item above.
> i. For the 2 January 2018 MSA application submission, please provide the Naming Services portal case number of that completed submission.
> ii. For the 10 January 2018 payment of the Technical Panel review fee, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment.
> iii. For the 6 January 2018 payment of $12,500 to ICANN, upon making payment, please confirm the date payment is made, the amount paid and payment method; and provide evidence of payment. [This is now in reference to the $1,000 payment you indicated will be made on 5 January 2018 via ACH.]
>
> Additional information may be requested based on your response. Therefore, please be as detailed and thorough as possible.
>
> **By 6 January 2018**, please provide the information requested above. Failure to provide the information requested above may result in escalation of the matter to termination of the registry agreement.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-05 15:01

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for your confirmation to attend the call on Wednesday, 10 January 2018 at 4pm EST. If anyone else will be attending the call with you, please let us know their name(s) and role(s).

Dial-in information is below:

Mobile:	tel://16054755618,*,,7138939556#
Phone Only Controls :	https://go.conferencinghub.com/2tjy8
Access Number:	1-605-475-5618
Guest Passcode:	713 893 9556
Additional Access:	
USA:	1-605-475-5618
USA:	1-712-770-4217
USA:	1-719-325-2630

Please confirm receipt.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, January 5, 2018 at 4:51 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

I am available on Wed Jan 10 at 4pm EST.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-08 10:56

- Atgron, Inc. (wed) customer fees statement 6 Dec 2017.pdf (~13 KB)

Hi Adrienne,

Thank you for your responses, including the one below and two attached and for confirming your attendance on the call on Wednesday, 10 January 2018 at 16:00 EST. Dial-in information has been provided below.

While I appreciate that you may have frustrations with the circumstances leading to the notice of breach and EBERO transition, the purpose of the call is to be forward-looking and focus on the information needed to resolve the items in the notice of breach and successfully exit the existing EBERO status. Attendees from ICANN will include members of the following teams: [redacted]. These team members will be able to provide details about these requirements and answer questions you may have about the outstanding notice of breach and completion of the Material Subcontracting Arrangement/Registry Service Provider approval process.

Regarding the fees, we can discuss these in detail on Wednesdays' call. I previously confirmed that ICANN has received Atgron's payments totaling $25,000. As of the time of the notice of breach, Atgron owed ICANN $12,500 in past due fees under Article 6 of the registry agreement (refer to the customer fee statement that accompanied the notice of breach; attached again here for your reference) and payment of these fees is required by the notice of breach (see cure item #5 - pay all past and currently due fees). Therefore, $12,500 has been applied to Atgron's registry operator fees account. You will need to indicate how the remaining $12,500 is intended to be applied, including whether any will be directed to the account of Atgron's related registrar, Aahwed, Inc. (IANA 1743), which has a $1,000 balance. Note that failure to timely pay Aahwed's accreditation fees may result in Compliance action against the registrar, including a notice of breach. In addition to any MSA fees for Atgron's RSP, there are also fees associated with the EBERO transition, and any exit, that will need to be paid before Atgron will be able to again operate the wed TLD or bring on new services or RSP.

Regarding the Material Subcontracting Arrangement (MSA) process, we can also discuss this in detail on Wednesday's call to clarify your questions regarding the information in the How-to guide and otherwise. The question you have submitted in Naming Services portal case 00880462 does not constitute a MSA application or satisfy any portions needed to complete a MSA request.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, January 8, 2018 at 6:00 AM
To: [redacted]
Cc: [redacted]

[redacted]

Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Despite our requests, we have no acknowledgement from the ICANN accounting department that any monies have been received. Also we paid $12,500 because that was the estimated fee in the "How to MSA" guide but we have not received a new invoice from accounting and the invoice provided in November was for $12,420 so it would be helpful to have an invoice.

With regard to the MSA case we submitted on Jan 3, we have had no further direction to resubmit the AAF. See note that follows of all current contents of the case 880462 as of today.

"Adrienne McAdory (Customer) created this case.
January 3, 2018 at 2:05 PM

Subject
Steps Required to Proceed with Testing of MSA for new Registry Service Provider
Status
New
Case Number
00880462

Description
Please advise if the only piece missing from proceeding with testing for the Registry Service Provider is the payment of the outstanding invoice and the total amount due.

External User - [redacted] (ICANN)

[redacted] (ICANN) replied to the customer.
January 3, 2018 at 11:32 PM

Dear Adrienne McAdory,

Thank you for contacting the ICANN [redacted].

We are in receipt of inquiry and have forwarded it for review. We will provide a follow up as soon as we have additional information.

Thank you for your patience in the meantime, while your inquiry is escalated. Please let us know if you have any questions.

Kind regards,

[redacted]
ICANN [redacted]"

Warm Regards,
Adrienne McAdory

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-11 05:15

- Digital Signature (~5 KB)

Hi Adrienne,

Thanks to you and [redacted] for attending the 10 January 2018 call with ICANN. Please find a summary of our conversation below and let us know if you have any questions or concerns about it.

As indicated on the call, ICANN will provide a breakdown of the fees associated with the EBERO transition. In the meantime, you can find the provisions underlying the fees incurred by ICANN (referenced in Section 2.13 of the registry agreement) in Article 5 of the EBERO Master Services Agreement at https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf.

10 January 2018 Call Summary

Attendees:
- Atgron Inc.: Adrienne McAdory [redacted]
- ICANN org: [redacted]

Purposes of call:
- ICANN wants to provide support to Atgron in resolving the notice of breach by providing information and explanation about the breach items, clarifying responses and answer any questions related to breach requirements and the EBERO and MSA processes.
- Goal is to get Atgron into compliance, not terminate agreement; although termination is a potential consequence of not coming into compliance.
- ICANN intends to work collaboratively with Atgron to work through the administrative activities and mechanics of the EBERO and MSA processes.

ICANN [redacted]:
- [redacted]

Atgron explanation of events leading to breach notice and EBERO:
- Breach occurred because plan with vendor didn't come to fruition.
- Atgron tried to be proactive so that no unexpected events would occur by notifying ICANN in advance.
- Atgron was confused by all of the calls and the fact that [redacted], [redacted] and ICANN proceeded to discuss how the EBERO event would occur without informing Atgron.
- Atgron didn't understand why it received a breach notice or why items beyond fee payment and loss of RSP (unrelated to EBERO) were included in the breach notice.

Breach notice items and responses:
- [redacted] conducts a compliance check before each breach notice is issued.
- Areas of noncompliance found during the check are added to the breach notice for the contracted party to address in conjunction with the breach.
- Item #1: Port 43 and web-based Whois (whois.nic.wed) services. The port 43 service ended with [redacted]'s termination of services. The web-based service was not functional prior to [redacted]'s termination of services for .wed and found during the compliance check.

- Item #2: Whois format (for both port 43 and web-based Whois output) was found noncompliant during the compliance check. It must conform to the various Whois format requirements (registry agreement Specification 4, multiple ICANN advisories, ICANN Consensus Policies - Additional Whois Information policy and Consistent Labeling and Display policy - all on icann.org and in the emails previously sent by [redacted]) and self-allocated registry domain names must have full Whois (values were missing when checking the Whois of names prior to [redacted]'s termination of services for .wed).
- Item #3: Publication of link on .wed's website to ICANN Whois policy and educational information (such as whois.icann.org); found during compliance check. If the primary website link in the registry contact listings on icann.org need to be changed, a Naming Services portal process case may be submitted to update .wed's public contact information.
- Item #4: Publication of .wed's DNSSEC Practice Statements (DPS) on its website; found during compliance check. A DPS document was required during prior delegation testing, so .wed should be in possession of it already; they will also need it as part of their new RSP testing.
- Item #5: ICANN fees assessed to date for Atgron have been paid. If any new ICANN fees are assessed before the breach notice is cured/closed, they will need to be timely paid to consider this item cured.
- Item #6: Atgron needs to provide a remediation plan that addresses how each item will be corrected and avoided in the future, with timelines; ICANN recognizes there are dependencies in the MSA process, but explained that the plan should address all actions within Atgron's control; timelines can account for the dependencies (e.g., 1 week following a certain step in the MSA process, Atgron will take a certain action). As the milestones are achieved, they can be updated and marked as completed in the plan.
- Items #1-2 will be tested as part of the MSA RSP testing.
- Atgron confirmed they are no longer intending to subcontract with another entity (e.g., [redacted]) for registry services.
- Atgron instead has applied to become their own, new RSP via their recent MSA request to provide their own registry services.
- ICANN requested a full, consolidated plan be provided by Atgron upon receipt of information from ICANN regarding the various fees related to EBERO, so the entire plan is clear to both parties.
- Atgron indicated they could provide the plan by Monday, 15 January 2018 (pending receipt of the information from ICANN).
- ICANN committed to providing the EBERO fee information to Atgron later this week.
- Once Atgron's full remediation plan is provided, ICANN will assess the need for, and length of, an extension to the notice of breach's cure date.
- Upon satisfaction with the plan and confidence in Atgron's ability to operate the TLD, the breach notice may be put on hold pending the successful processing and implementation of the MSA and EBERO exit; then cured and closed.

Next steps in enforcement process:
- Atgron's registry agreement is eligible for termination under the dispute resolution proceedings of the RA.
- The dispute resolution process is managed by ICANN's legal counsel.
- In the event the notice of breach is not cured, ICANN can invoke mediation. If mediation does not resolve the breach items, then arbitration. If arbitrator finds Atgron is noncompliant and Atgron does not cure, the RA will be terminated.
- Both mediation and arbitration have costs associated with them that may vary depending on the length and depth of the proceedings.

MSA and EBERO processes:
- Atgron reviewed its understanding of the process timeline for MSA and ICANN confirmed the understanding was correct.
- Atgron indicated it is working on having funds ready to coincide with the MSA timeline for payment due in 9 weeks for Registry System Testing and for repayment of EBERO fees at 12 weeks.
- ICANN indicated that if another round of questions comes through, those dates will need to be pushed out beyond the March 28th date.
- Atgron needs the testing EPP file and couldn't find it/requested it via the Naming Services portal.
- ICANN will provide the requested EPP testing file.
- ICANN will provide a written summary of the EBERO fees (e.g., COI replenishment fees, EBERO exit fee and ongoing EBERO expenses, etc.) by the end of the week.
- ICANN will submit a new invoice to Atgron for the MSA Technical Testing and credit the monies already paid towards it; there will be a small credit.
- Atgron is aware of the balance on its registrar account.
- The plan to transition the TLD from [redacted] to Atgron will be supported by Atgron's RSP transition plan and approval.
- There are some RFCs required for the transition to maintain trust.
- [redacted] is equipped to support the transition out of EBERO.

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>

Date: Wednesday, January 10, 2018 at 5:52 PM

To: [redacted]

Cc: [redacted]

Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

I was quite surprised to hear that we would be told the burn rate for the EBERO fund and then later told on the same call all EBERO fees are paid in full to the EBERO provider and there is an exit fee and "other" associated fees. Can you please provide the link to the EBERO process on the ICANN website detailing all of these fees? Thank you.

Warm Regards,
Adrienne McAdory

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On Jan 9, 2018, at 2:40 PM, [redacted] > wrote:

> Hi Adrienne,
>
> Thank you for your responses, including the one attached and one below.
>
> Please note that the call with ICANN is scheduled for Wednesday, 10 January 2018 at 16:00 EST. In advance of the call, please provide the name and role of the person that will now be joining you, including whether they are acting as legal representation for Atgron.
>
> If you have a rejection notice from [redacted], please provide it so that ICANN may review your claim that the Accounting team's email account is broken.
>
> Any cases submitted in conjunction with the MSA process will be reviewed according to that process, by ICANN's Global Domains Division.
>
> ICANN notes that the requirements for curing the notice of breach and exiting EBERO have not changed and are driven by the contracts and policies to which Atgron agreed when it executed the registry agreement. One of the goals of tomorrow's call is to talk through these requirements.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
> **Date:** Monday, January 8, 2018 at 3:57 PM
> **To:** [redacted]
> **Cc:** [redacted]

[redacted]

Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

While it is unclear to us why ICANN would respond to our case and then indicate our MSA application is insufficient, please review our new case #00880918 and let us know if that finally satisfies to open an MSA case.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 8, 2018, at 3:56 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your responses, including the one below and two attached and for confirming your attendance on the call on Wednesday, 10 January 2018 at 16:00 EST. Dial-in information has been provided below.
>
> While I appreciate that you may have frustrations with the circumstances leading to the notice of breach and EBERO transition, the purpose of the call is to be forward-looking and focus on the information needed to resolve the items in the notice of breach and successfully exit the existing EBERO status. Attendees from ICANN will include members of the following teams: [redacted]. These team members will be able to provide details about these requirements and answer questions you may have about the outstanding notice of breach and completion of the Material Subcontracting Arrangement/Registry Service Provider approval process.
>
> Regarding the fees, we can discuss these in detail on Wednesdays' call. I previously confirmed that ICANN has received Atgron's payments totaling $25,000. As of the time of the notice of breach, Atgron owed ICANN $12,500 in past due fees under Article 6 of the registry agreement (refer to the customer fee statement that accompanied the notice of breach; attached again here for your reference) and payment of these fees is required by the notice of breach (see cure item #5 - pay all past and currently due fees). Therefore, $12,500 has been applied to Atgron's registry operator fees account. You will need to indicate how the remaining $12,500 is intended to be applied, including whether any will be directed to the account of Atgron's related registrar, Aahwed, Inc. (IANA 1743), which has a $1,000 balance. Note that failure to timely pay Aahwed's accreditation fees may result in Compliance action against the registrar, including a notice of breach. In addition to any MSA fees for Atgron's RSP, there are also fees associated with the EBERO transition, and any exit, that will need to be paid before Atgron will be able to again operate the wed TLD or bring on new services or RSP.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-11 09:50

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for the correction of the call summary regarding EBERO fees timeline.

Regarding notice of breach cure item #3, yes, the published link is sufficient to cure that item.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, January 11, 2018 at 11:20 AM
To: [redacted]
Cc: [redacted]

Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Thank you for the notes. I have one revision, we are not prepared to repay the EBERO fees within 12 weeks. The best case scenario to get through the MSA process is 12 weeks. We are waiting for information about fees to determine if any of our previously provided milestones can be updated.

Also, with regard to item number 3 in the breach notice, please go to www.get.wed[get.wed] and let us know if this item has been resolved via the note in the footer of the website.

Warm Regards,
Adrienne McAdory

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On Jan 11, 2018, at 10:15 AM, [redacted] wrote:

Hi Adrienne,

Thanks to you and Maxine for attending the 10 January 2018 call with ICANN. Please find a summary of our conversation below and let us know if you have any questions or concerns about it.

As indicated on the call, ICANN will provide a breakdown of the fees associated with the EBERO transition. In the meantime, you can find the provisions underlying the fees incurred by ICANN (referenced in Section 2.13 of the registry agreement) in Article 5 of the EBERO Master Services Agreement at https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf[icann.org].

10 January 2018 Call Summary

Attendees:
- Atgron Inc.: [redacted]
- ICANN org: [redacted]

Purposes of call:
- ICANN wants to provide support to Atgron in resolving the notice of breach by providing information and explanation about the breach items, clarifying responses and answer any questions related to breach requirements and the EBERO and MSA processes.
- Goal is to get Atgron into compliance, not terminate agreement; although termination is a potential consequence of not coming into compliance.
- ICANN intends to work collaboratively with Atgron to work through the administrative activities and mechanics of the EBERO and MSA processes.

ICANN team roles and responsibilities:
- Contractual Compliance (CC) is not part of the Global Domains Division (GDD).
- GDD Operations (GDD Ops) and Registry Services & Engagement teams are part of GDD.
- CC function of enforcing the contract is purposefully separated from GDD.
- Information provided to GDD that are relevant to Atgron's response to the notice of breach must be shared directly with CC in writing or by reference to the Naming Services portal cases.
- EBERO and MSA are separate processes from the CC function and are not managed by CC; this includes payment of fees associated with these processes.

Atgron explanation of events leading to breach notice and EBERO:
- Breach occurred because plan with vendor didn't come to fruition.
- Atgron tried to be proactive so that no unexpected events would occur by notifying ICANN in advance.
- Atgron was confused by all of the calls and the fact that [redacted] [redacted] and ICANN proceeded to discuss how the EBERO event would occur without informing Atgron.
- Atgron didn't understand why it received a breach notice or why items beyond fee payment and loss of RSP (unrelated to EBERO) were included in the breach notice.

Breach notice items and responses:
- CC conducts a compliance check before each breach notice is issued.
- Areas of noncompliance found during the check are added to the breach notice for the contracted party to address in conjunction with the breach.
- Item #1: Port 43 and web-based Whois (whois.nic.wed) services. The port 43 service ended with [redacted]'s termination of services. The web-based service was not functional prior to [redacted]'s termination of services for .wed and found during the compliance check.
- Item #2: Whois format (for both port 43 and web-based Whois output) was found noncompliant during the compliance check. It must conform to the various Whois format requirements (registry agreement Specification 4, multiple ICANN advisories, ICANN Consensus Policies - Additional Whois Information policy and Consistent Labeling and Display policy - all on icann.org[icann.org] and in the emails previously sent by CC) and self-allocated registry domain names must have full Whois (values were missing when checking the Whois of names prior to [redacted]'s termination of services for .wed).
- Item #3: Publication of link on .wed's website to ICANN Whois policy and educational information (such as whois.icann.org[whois.icann.org]); found during compliance check. If the primary website link in the registry contact listings on icann.org[icann.org] need to be changed, a Naming Services portal process case may be submitted to update .wed's public contact information.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-15 13:51

- Digital Signature (~5 KB)

Hi Adrienne,

Again, you can find the provisions underlying the fees incurred by ICANN (referenced in Section 2.13 of the registry agreement) in Article 5 of the EBERO Master Services Agreement at https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf[icann.org].

Section 2.13 indicates, in part: "...Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator."

Article 5 of the Master Services Agreement (at the link above) explains the costs associated with the EBERO transition and operator costs.

Now that ICANN has provided the breakdown of anticipated costs with the EBERO and MSA processes, please indicate whether you are still able to provide the consolidated remediation plan to address the notice of breach items today, and if not, an estimated date for submission.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, January 12, 2018 at 10:55 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

We have been provided with a list of fees from [redacted] only one of which we can find a contractual obligation for Atgron to pay, which are the COI fees.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 11, 2018, at 2:50 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for the correction of the call summary regarding EBERO fees timeline.
>
> Regarding notice of breach cure item #3, yes, the published link is sufficient to cure that item.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, January 11, 2018 at 11:20 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Thank you for the notes. I have one revision, we are not prepared to repay the EBERO fees within 12 weeks. The best case scenario to get through the MSA process is 12 weeks. We are waiting for information about fees to determine if any of our previously provided milestones can be updated.

Also, with regard to item number 3 in the breach notice, please go to www.get.wed[get.wed] and let us know if this item has been resolved via the note in the footer of the website.

Warm Regards,
Adrienne McAdory

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www.get.wed[get.wed]

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**

From [redacted]

To Adrienne McAdory <amcadory@atgron.wed>

Cc [redacted]

Date 2018-01-16 06:49

Hi Adrienne,

Thank you for your responses, including the one below and the one attached. It is unclear whether the questions below are the ones you are referring to as preventing you from providing the remediation plan, since they are based on historical events.

The EBERO fees are driven by the contracts and the costs of the emergency operation, which has been referred to in my prior email. The MSA fees, including the testing and panel fees, are driven by that process. Also, please note that ICANN is a non-profit organization and does not profit from the operation of any of these processes, or any change of control of the TLD. As for what was included in the notice of breach, you'll recall from our telephone conversation last week and the call summary below, that the EBERO and MSA processes are separate from the Compliance process and are only relevant to the notice of breach cure process where they are part of Atgron's remediation plan.

Again, the Compliance process is forward looking and it is ICANN's goal to bring Atrgon back into compliance with the registry agreement and its requirements. The list of fees provided on Friday should be sufficient for Atgron to draft its remediation plan and timelines. If the fees are prohibitive of Atgron being able to remediate the breach notice and exit EBERO, please indicate that. Otherwise, please clarify what information you need to move forward with drafting of the remediation plan, or, when you estimate the plan will be submitted.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 16, 2018 at 5:18 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

Why weren't these fees ever provided to me over the course of the last 4 months? We alerted ICANN of our likely EBERO status on 29 Sept 2017 and again in November and also had a call with [redacted] and these fees were never mentioned. Also, the additional fees of well over $22,000 were not in the breach notice nor were they explicitly mentioned on our call last week. As a matter of fact during last week's call, [redacted] mentioned providing me with a

monthly burn rate for the COI fund and then said the COI fund would be paid in full to the EBERO provider although the industry norm is monthly or quarterly payment of fees. ICANN was aware our situation with [redacted] was of a financial nature and now stands to earn millions of dollars from a pubic auction of the .wed TLD. I know you are the Compliance team and have no discussions with any other divisions in ICANN and therefore have no idea what I am referring to but you might want to give them a call or at least ask them to forward the email traffic and notes from my previous interactions with ICANN regarding EBERO and ask these same questions.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 15, 2018, at 6:51 PM, [redacted] wrote:

> Hi Adrienne,
>
> Again, you can find the provisions underlying the fees incurred by ICANN (referenced in Section 2.13 of the registry agreement) in Article 5 of the EBERO Master Services Agreement at https://www.icann.org/en/system/files/files/nominet-ebero-14feb14-en.pdf[icann.org].
>
> Section 2.13 indicates, in part: "...Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator."
>
> Article 5 of the Master Services Agreement (at the link above) explains the costs associated with the EBERO transition and operator costs.
>
> Now that ICANN has provided the breakdown of anticipated costs with the EBERO and MSA processes, please indicate whether you are still able to provide the consolidated remediation plan to address the notice of breach items today, and if not, an estimated date for submission.
>
> Thank you in advance for your cooperation.
>
> Sincerely,
>
> [redacted]
> ICANN Contractual Compliance

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, January 12, 2018 at 10:55 PM
To: [redacted]
Cc: [redacted]

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-17 15:26

- Digital Signature (~5 KB)

Hi Adrienne,

ICANN responded to your questions via email and in the Naming Services portal case 00880844. Please submit your remediation plan addressing the items in the notice of breach, as agreed to during last week's call, or provide the date by which it will be submitted.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 16, 2018 at 9:25 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

We will have submitted our questions to the [redacted] team and will need answers to provide any additional details.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Jan 16, 2018, at 11:49 AM, [redacted] wrote:

> Hi Adrienne,

Thank you for your responses, including the one below and the one attached. It is unclear whether the questions below are the ones you are referring to as preventing you from providing the remediation plan, since they are based on historical events.

The EBERO fees are driven by the contracts and the costs of the emergency operation, which has been referred to in my prior email. The MSA fees, including the testing and panel fees, are driven by that process. Also, please note that ICANN is a non-profit organization and does not profit from the operation of any of these processes, or any change of control of the TLD. As for what was included in the notice of breach, you'll recall from our telephone conversation last week and the call summary below, that the EBERO and MSA processes are separate from the Compliance process and are only relevant to the notice of breach cure process where they are part of Atgron's remediation plan.

Again, the Compliance process is forward looking and it is ICANN's goal to bring Atrgon back into compliance with the registry agreement and its requirements. The list of fees provided on Friday should be sufficient for Atgron to draft its remediation plan and timelines. If the fees are prohibitive of Atgron being able to remediate the breach notice and exit EBERO, please indicate that. Otherwise, please clarify what information you need to move forward with drafting of the remediation plan, or, when you estimate the plan will be submitted.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 16, 2018 at 5:18 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Why weren't these fees ever provided to me over the course of the last 4 months? We alerted ICANN of our likely EBERO status on 29 Sept 2017 and again in November and also had a call with [redacted] and these fees were never mentioned. Also, the additional fees of well over $22,000 were not in the breach notice nor were they explicitly mentioned on our call last week. As a matter of fact during last week's call, [redacted] mentioned providing me with a monthly burn rate for the COI fund and then said the COI fund would be paid in full to the EBERO provider although the industry norm is monthly or quarterly payment of fees. ICANN was aware our situation with [redacted] was of a financial nature and now stands to earn millions of dollars from a pubic auction of the .wed TLD. I know you are the Compliance team and have no discussions with any other divisions in ICANN and therefore have no idea what I am referring to but you might want to give them a call or at least ask them to forward the email traffic and notes from my previous interactions with ICANN regarding EBERO and ask these same questions.

Warm Regards,

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-18 14:54

- Digital Signature (~5 KB)

Hi Adrienne,

During the call on 10 January 2018, we discussed, and you agreed to provide ICANN [redacted] with a consolidated remediation plan that captured all of the breach notice cure items. Therefore, ICANN [redacted] requests that, if Atgron still intends to operate the TLD, that the remediation plan please be provided by no later than 26 January 2018.

ICANN understands that you are concerned about the fees component of the EBERO and MSA processes. However, please be reminded that payment of fees is only one item that must be remediated to cure the notice of breach and obtain control of the TLD. As explained previously, Atgron must also provide ICANN with remediation of its additional items of noncompliance and demonstrate its ability to operate the TLD in a compliant manner.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, January 18, 2018 at 9:44 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted],

The plan remains the same as presented previously to [redacted] and via email on this ticket for the outstanding RA fees, future RA fees, the MSA process and replacement of COI funds; fees we agree were known to us prior to the breach.

The fees that were not provided by ICANN that any reasonable person would have expected to be conveyed on 29 Sept given ICANN had every reasonable expectation we would go into EBERO status will be presented for Board Reconsideration next week.

Warm Regards,

Adrienne McAdory

Atgron, Inc.
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On Jan 17, 2018, at 8:26 PM, [redacted] wrote:

> Hi Adrienne,
>
> ICANN responded to your questions via email and in the Naming Services portal case 00880844. Please submit your remediation plan addressing the items in the notice of breach, as agreed to during last week's call, or provide the date by which it will be submitted.
>
> Thank you in advance for your cooperation.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 16, 2018 at 9:25 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

We will have submitted our questions to the [redacted] team and will need answers to provide any additional details.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Jan 16, 2018, at 11:49 AM, [redacted] wrote:

> Hi Adrienne,

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-23 09:23

Hi Adrienne,

Thank you for your responses, attached and below.

Regarding breach cure item #4 and publication of the DNSSEC Practice Statement, additional explanation is necessary to cure the item. It is unclear whether the published DPS at get.wed is applicable to the .wed TLD and reflects its own procedures, as the document refers to Packet Clearing House ([redacted] practices from 2011. Please note that the requirement in Specification 6, Section 1.3 states the following: "Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage ***for its own*** keys and secure acceptance of registrants' public-key material." (emphasis added) Therefore, please explain how the published DPS are applicable to the .wed TLD.

Regarding the remediation plan, ICANN considers the plan incomplete and insufficient to demonstrate Atgron will be able to operate the TLD in compliance with the requirements of the registry agreement. Please supplement the plan by no later than 26 January 2018 with additional supporting details, including those previously requested in prior breach notice communications. Failure to do so may result in escalation of the Compliance notice of breach.

Regarding the progress of the MSA, please refer to the communications sent to you via the open case in the Naming Services portal - case# 00880918. If you have additional questions related to the progress of the MSA request, please direct your questions in reply to that case for processing by ICANN's Global Domains Division Operations team.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 23, 2018 at 9:13 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Please go to www.get.wed[get.wed] and look at the footer for the DPS requirement and let me know if breach item #4 has been cured. Thank you.

Warm Regards,

Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Jan 18, 2018, at 7:54 PM, [redacted] wrote:

> Hi Adrienne,
>
> During the call on 10 January 2018, we discussed, and you agreed to provide ICANN [redacted] with a consolidated remediation plan that captured all of the breach notice cure items. Therefore, ICANN [redacted] requests that, if Atgron still intends to operate the TLD, that the remediation plan please be provided by no later than 26 January 2018.
>
> ICANN understands that you are concerned about the fees component of the EBERO and MSA processes. However, please be reminded that payment of fees is only one item that must be remediated to cure the notice of breach and obtain control of the TLD. As explained previously, Atgron must also provide ICANN with remediation of its additional items of noncompliance and demonstrate its ability to operate the TLD in a compliant manner.
>
> Thank you in advance for your cooperation.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Thursday, January 18, 2018 at 9:44 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

The plan remains the same as presented previously to [redacted] and via email on this ticket for the outstanding RA fees, future RA fees, the MSA process and replacement of COI funds; fees we agree were known to us prior to the breach.

The fees that were not provided by ICANN that any reasonable person would have expected to be conveyed on 29 Sept given ICANN had every reasonable expectation we would go into EBERO status will be presented for Board Reconsideration next week.

Warm Regards,

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-30 16:30

Hi Adrienne,

Thank you for your responses, including the one attached and one below.

As explained in prior emails since the notice of breach was issued, and again on our calls on 10 and 24 January 2018, the following items of noncompliance - which were independent of Atgron's RSP/port 43 RDDS failure - were identified during the pre-breach compliance check (and therefore, included in the notice of breach):

- Atgron's web-based Whois service was nonfunctional. [not cured]
- Atgron's Whois format was noncompliant. [not cured]
- The required Whois educational link was not posted on any website for .wed (including [redacted]'s website). [cured]
- The required DPS was not po[redacted]d on any website for .wed (including [redacted]'s website). [cured pending MSA approval, inclusive of use of [redacted] for DNSSEC services]
- Atgron had past due ICANN fees of $12,500.00. [cured pending timely payment of any newly assessed ICANN fees up until the notice of breach is cured]

Therefore, the statement that Atgron has always been in compliance with the registry agreement is inaccurate. Based on the failures identified above, ICANN [redacted] requested that Atgron address with details, milestones and implementation dates how it will ensure compliance with the RA generally and the items above specifically, in the future. Complete information in this regard has not been provided to date, including sufficient details about how Atgron will pay fees (of any amount) in the future to ensure it avoids reoccurrence of the EBERO event/noncompliance (of any registry function).

Due to Atgron Inc.'s failure to cure all breaches noted in the 7 December 2017 Notice of Breach, this matter has been escalated and is under review for termination under Section 4.3 of the Registry Agreement (RA). Atgron should continue to make every effort to cure the outstanding items noted in the 7 December 2017 Notice of Breach. Please provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]. Failure to cure the breaches may result in termination of Atgron's RA.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN [redacted]

-----Original Message-----
From: Adrienne <amcadory@atgron.wed> on behalf of Adrienne <amcadory@atgron.wed>
Date: Friday, January 26, 2018 at 5:19 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

With regard to breach items 5 and 6, the Registry Operator fees have been paid approximately 30 days after the fees were due since October 2013 when we signed the contract due to a quarterly payment on a commercial real estate investment. This was the first time that investment did not pay out in four years and this will not be a pattern moving forward. In September, we informed ICANN accounting and [redacted] we would pay the outstanding fees in January and no breach notice was provided at that time. Given no breach notice was provided as the time ICANN was informed of our payment schedule and we have paid fees until now in a timely manner, late payment of the last two invoices cannot be considered a cause for termination of our contract. We will continue to pay the fees approximately 30 days after the invoice is due going forward. As expressed on our last call, the February invoice will be paid in March.

The cause of breach items 1-4 was the process initiated by the coordination of ICANN, [redacted] and [redacted] to induce an EBERO event. Our inability to pay [redacted] which we proactively informed ICANN about on 29 Sept, the fee they previously billed on a quarterly basis until November 2017 but required to be paid in full in the amount of $15,000 at contract renewal in November 2017, will not be repeated because the cost of our in-house RSP service will be in the range of $7,500 - $9,620 annually. Our DNS fee is $88 monthly and our data escrow fee is $175 monthly. Given our proven ability to pay fees far higher than these over the last 4 years, there is no credible reason for ICANN to continue insisting there is doubt we can pay these fees and threatening to terminate our contract.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
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www.get.wed

On 2018-01-24 14:46, [redacted] wrote:
> Hi Adrienne,
>
> Thank you for your response below and for speaking with ICANN today.
> With regarding to the notice of breach items discussed:
>
> ICANN [redacted] will accept the publication of the [redacted]
> DPS on the wed website, conditional to ICANN's approval of
> Atgron's MSA application (which is inclusive of use of [redacted] 's
> service/platform).
>
> ICANN [redacted] notes that you mentioned on the call that
> you are able to provide additional details regarding Atgron's
> ability to ensure timely payments to its service providers and ICANN,
> including that Atgron will not be able to pay its next quarterly ICANN
> fee until March 2018. Please confirm the date by which Atgron will
> make its quarterly fee payment and provide the additional details in

Subject	**Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	Adrienne McAdory <amcadory@atgron.wed>
To	[redacted]
Cc	[redacted]
Date	2018-01-25 13:40

Hello [redacted],

Thank you for the note about the DPS statement. We hope the MSA process will be completed expeditiously.

With regard to the following paragraph"ICANN [redacted] also notes that you mentioned on the call that Atgron will not provide additional information on how it will ensure compliance with the registry agreement going forward, as requested; and acknowledges that failure to cure the breach notice may result in escalation of the enforcement process to mediation/arbitration."

Atgron cannot provide any additional details regarding being compliant with the registry agreement because the cause of the breach was instigated by ICANN in response to our previous vendor's request for the means to induce an EBERO event. Atgron can only speak to how we will pay fees in the future to avoid the reoccurrence of this event. There are no additional details to provide because Atgron has always been in compliance with the registry agreement and will remain compliant with our new RSP. The missing link and DPS document were on [redacted]'s website which is allowed by the registry agreement. Since we cannot reach agreement on this matter, as we stated, that will be another matter for Board Consideration in addition to the undisclosed fees which did not allow Atgron to make an informed decision about the EBERO event and has led to possibly greater financial hardship for Atgron and potentially millions of dollars in non-profit funding for ICANN.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed

On Jan 24, 2018, at 7:46 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your response below and for speaking with ICANN today. With regarding to the notice of breach items discussed:
>
> ICANN [redacted] will accept the publication of the [redacted] DPS on the wed website, conditional to ICANN's approval of Atgron's MSA application (which is inclusive of use of [redacted]'s service/platform).
>
> ICANN [redacted] notes that you mentioned on the call that you are able to provide additional details regarding Atgron's ability to ensure timely payments to its service providers and ICANN, including that Atgron will not be able to pay its next quarterly ICANN fee until March 2018. Please confirm the date by which Atgron will make its quarterly fee payment and provide the additional details in writing in response to this email by 26 January 2018.

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-01-24 14:46

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for your response below and for speaking with ICANN today. With regarding to the notice of breach items discussed:

ICANN [redacted] will accept the publication of the [redacted] DPS on the wed website, conditional to ICANN's approval of Atgron's MSA application (which is inclusive of use of [redacted]'s service/platform).

ICANN [redacted] notes that you mentioned on the call that you are able to provide additional details regarding Atgron's ability to ensure timely payments to its service providers and ICANN, including that Atgron will not be able to pay its next quarterly ICANN fee until March 2018. Please confirm the date by which Atgron will make its quarterly fee payment and provide the additional details in writing in response to this email by 26 January 2018.

ICANN [redacted] also notes that you mentioned on the call that Atgron will not provide additional information on how it will ensure compliance with the registry agreement going forward, as requested; and acknowledges that failure to cure the breach notice may result in escalation of the enforcement process to mediation/arbitration.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 23, 2018 at 2:48 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

This plan directly mirrors the plan provided by [redacted] website for this policy. You indicated we should look at an example and we did so. As we have shown in our MSA application, our provider remains [redacted] and they have not changed their procedure for management of keys which is outlined in this document.

We have provided a remediation plan for all other breach items and are again prepared to address the undisclosed fees now required by ICANN via Board Reconsideration.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Jan 23, 2018, at 2:23 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your responses, attached and below.
>
> Regarding breach cure item #4 and publication of the DNSSEC Practice Statement, additional explanation is necessary to cure the item. It is unclear whether the published DPS at get.wed is applicable to the .wed TLD and reflects its own procedures, as the document refers to [redacted] practices from 2011. Please note that the requirement in Specification 6, Section 1.3 states the following: "Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage ***for its own*** keys and secure acceptance of registrants' public-key material." (emphasis added) Therefore, please explain how the published DPS are applicable to the .wed TLD.
>
> Regarding the remediation plan, ICANN considers the plan incomplete and insufficient to demonstrate Atgron will be able to operate the TLD in compliance with the requirements of the registry agreement. Please supplement the plan by no later than 26 January 2018 with additional supporting details, including those previously requested in prior breach notice communications. Failure to do so may result in escalation of the Compliance notice of breach.
>
> Regarding the progress of the MSA, please refer to the communications sent to you via the open case in the Naming Services portal - case# 00880918. If you have additional questions related to the progress of the MSA request, please direct your questions in reply to that case for processing by ICANN's [redacted] team.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, January 23, 2018 at 9:13 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From Adrienne McAdory <amcadory@atgron.wed>
To [redacted]
Cc [redacted]
Date 2018-01-31 07:03

Dear [redacted],

The fact that ICANN refuses to accept their understanding of the cause of the breaches and our meaningful effort to replace the RSP provider function which was the source of the breaches is not acceptable.

The fact that ICANN can provide no milestones for the MSA process which does not allow Atgron to address a plan is unacceptable.

The fact that this matter has been escalated even further despite Atgron's repeated and material efforts to address every breach proactively and with measurable action is unacceptable.

ICANN's attempts to take the .wed TLD from Atgron via lack of disclosure of EBERO fees well in excess of fees ICANN was fully aware Atgron could not pay the previous RSP provider and continued threats of termination of the contract and public auction with proceeds going to ICANN as non-profit revenue in excess of millions of dollars is unacceptable.

I am quite sure Atgron will not be the only party to find ICANN's activities to be egregious and disgraceful in the extreme. We have never made any progress with Board Reconsideration so I certainly don't expect that to be successful but since ICANN maintains the facade of transparency at least others in the community will clearly see ICANN remains a deeply corrupt organization eager to help large established players remove smaller players by fair means or foul.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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On Jan 30, 2018, at 9:30 PM, [redacted] > wrote:

> Hi Adrienne,
>
> Thank you for your responses, including the one attached and one below.
>
> As explained in prior emails since the notice of breach was issued, and again on our calls on 10 and 24 January 2018, the following items of noncompliance - which were independent of Atgron's RSP/port 43 RDDS failure - were identified during the pre-breach compliance check (and therefore, included in the notice of breach):
> - Atgron's web-based Whois service was nonfunctional. [not cured]
> - Atgron's Whois format was noncompliant. [not cured]
> - The required Whois educational link was not posted on any website for .wed (including [redacted]'s website). [cured]
> - [redacted]quired DPS was not posted on any website for .wed (including [redacted]'s website). [cured pending MSA approval, inclusive of use of [redacted] for DNSSEC services]
> - Atgron had past due ICANN fees of $12,500.00. [cured pending timely payment of any newly assessed ICANN fees up until the notice of breach is cured]

Therefore, the statement that Atgron has always been in compliance with the registry agreement is inaccurate. Based on the failures identified above, ICANN [redacted] requested that Atgron address with details, milestones and implementation dates how it will ensure compliance with the RA generally and the items above specifically, in the future. Complete information in this regard has not been provided to date, including sufficient details about how Atgron will pay fees (of any amount) in the future to ensure it avoids reoccurrence of the EBERO event/noncompliance (of any registry function).

Due to Atgron Inc.'s failure to cure all breaches noted in the 7 December 2017 Notice of Breach, this matter has been escalated and is under review for termination under Section 4.3 of the Registry Agreement (RA). Atgron should continue to make every effort to cure the outstanding items noted in the 7 December 2017 Notice of Breach. Please provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]. Failure to cure the breaches may result in termination of Atgron's RA.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN [redacted]

-----Original Message-----
From: Adrienne <amcadory@atgron.wed> on behalf of Adrienne <amcadory@atgron.wed>
Date: Friday, January 26, 2018 at 5:19 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

With regard to breach items 5 and 6, the Registry Operator fees have been paid approximately 30 days after the fees were due since October 2013 when we signed the contract due to a quarterly payment on a commercial real estate investment. This was the first time that investment did not pay out in four years and this will not be a pattern moving forward. In September, we informed ICANN accounting and [redacted] we would pay the outstanding fees in January and no breach notice was provided at that time. Given no breach notice was provided as the time ICANN was informed of our payment schedule and we have paid fees until now in a timely manner, late payment of the last two invoices cannot be considered a cause for termination of our contract. We will continue to pay the fees approximately 30 days after the invoice is due going forward. As expressed on our last call, the February invoice will be paid in March.

The cause of breach items 1-4 was the process initiated by the

coordination of ICANN, [redacted] and [redacted] to induce an EBERO event. Our inability to pay [redacted] which we proactively informed ICANN about on 29 Sept, the fee they previously billed on a quarterly basis until November 2017 but required to be paid in full in the amount of $15,000 at contract renewal in November 2017, will not be repeated because the cost of our in-house RSP service will be in the range of $7,500 - $9,620 annually. Our DNS fee is $88 monthly and our data escrow fee is $175 monthly. Given our proven ability to pay fees far higher than these over the last 4 years, there is no credible reason for ICANN to continue insisting there is doubt we can pay these fees and threatening to terminate our contract.

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
Introducing .wed, a domain for weddings
www.get.wed

On 2018-01-24 14:46, [redacted] wrote:
> Hi Adrienne,
>
> Thank you for your response below and for speaking with ICANN today.
> With regarding to the notice of breach items discussed:
>
> ICANN [redacted] will accept the publication of the [redacted]
> DPS on the wed website, conditional to ICANN's approval of
> Atgron's MSA application (which is inclusive of use of [redacted]'s
> service/platform).
>
> ICANN [redacted] notes that you mentioned on the call that
> you are able to provide additional details regarding Atgron's
> ability to ensure timely payments to its service providers and ICANN,
> including that Atgron will not be able to pay its next quarterly ICANN
> fee until March 2018. Please confirm the date by which Atgron will
> make its quarterly fee payment and provide the additional details in
> writing in response to this email by 26 January 2018.
>
> ICANN [redacted] also notes that you mentioned on the call
> that Atgron will not provide additional information on how it will
> ensure compliance with the registry agreement going forward, as
> requested; and acknowledges that failure to cure the breach notice may
> result in escalation of the enforcement process to
> mediation/arbitration.
>
> Sincerely,
>
> [redacted]
>
> ICANN [redacted]

Subject **Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-03-19 13:02

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your email.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]. Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, March 19, 2018 at 3:05 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

I wanted to provide an update on payment of RA fees. I was informed I would have a check no later than March 30 which would be used to pay the outstanding Registry Operator fees. This means we will be a week or two late getting the payment to ICANN simply because the check must clear the bank before we can send the funds. Otherwise we remain on track with regard to the previous payment schedule submitted except for the previously undisclosed fees provided by ICANN after Dec 7. We are also working on a few outstanding questions from the Technical Evaluation Panel but will submit those to the portal within the next two weeks.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jan 30, 2018, at 9:30 PM, [redacted] wrote:

Hi Adrienne,

Thank you for your responses, including the one attached and one below.

As explained in prior emails since the notice of breach was issued, and again on our calls on 10 and 24 January 2018, the following items of noncompliance - which were independent of Atgron's RSP/port 43 RDDS failure - were identified during the pre-breach compliance check (and therefore, included in the notice of breach):

- Atgron's web-based Whois service was nonfunctional. [not cured]
- Atgron's Whois format was noncompliant. [not cured]
- The required Whois educational link was not posted on any website for .wed (including [redacted]'s website). [cured]
- The required DPS was not posted on any website for .wed (including [redacted]'s website). [cured pending MSA approval, inclusive of use of [redacted] for DNSSEC services]
- Atgron had past due ICANN fees of $12,500.00. [cured pending timely payment of any newly assessed ICANN fees up until the notice of breach is cured]

Therefore, the statement that Atgron has always been in compliance with the registry agreement is inaccurate. Based on the failures identified above, ICANN [redacted] requested that Atgron address with details, milestones and implementation dates how it will ensure compliance with the RA generally and the items above specifically, in the future. Complete information in this regard has not been provided to date, including sufficient details about how Atgron will pay fees (of any amount) in the future to ensure it avoids reoccurrence of the EBERO event/noncompliance (of any registry function).

Due to Atgron Inc.'s failure to cure all breaches noted in the 7 December 2017 Notice of Breach, this matter has been escalated and is under review for termination under Section 4.3 of the Registry Agreement (RA). Atgron should continue to make every effort to cure the outstanding items noted in the 7 December 2017 Notice of Breach. Please provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Please confirm receipt of this email.

Sincerely,

[redacted]
ICANN [redacted]

-----Original Message-----
From: Adrienne <amcadory@atgron.wed> on behalf of Adrienne <amcadory@atgron.wed>
Date: Friday, January 26, 2018 at 5:19 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

With regard to breach items 5 and 6, the Registry Operator fees have

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-04-05 06:47

- Digital Signature (~4 KB)

Hi Adrienne,

I confirm receipt of your email.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]

> On Apr 5, 2018, at 2:46 AM, Adrienne McAdory <amcadory@atgron.wed> wrote:
>
> Dear [redacted],
>
> [redacted] in your Accounting Dept. has been informed full payment of Registry Operator fees should be received by Monday, April 9.
>
> Warm Regards,
> Adrienne McAdory
>
> Atgron, Inc.
> Introducing .WED, a domain for weddings
> www.get.wed[get.wed]
>
> On Mar 19, 2018, at 7:02 PM, [redacted] wrote:
>
> > Hi Adrienne,
> >
> > I confirm receipt of your email.
> >
> > Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.
> >
> > Thank you in advance for your cooperation.
> >
> > Sincerely,
> >
> > [redacted]
> > ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, March 19, 2018 at 3:05 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

I wanted to provide an update on payment of RA fees. I was informed I would have a check no later than March 30 which would be used to pay the outstanding Registry Operator fees. This means we will be a week or two late getting the payment to ICANN simply because the check must clear the bank before we can send the funds. Otherwise we remain on track with regard to the previous payment schedule submitted except for the previously undisclosed fees provided by ICANN after Dec 7. We are also working on a few outstanding questions from the Technical Evaluation Panel but will submit those to the portal within the next two weeks.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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www.get.wed[get.wed]

On Jan 30, 2018, at 9:30 PM, [redacted] wrote:

> Hi Adrienne,
>
> Thank you for your responses, including the one attached and one below.
>
> As explained in prior emails since the notice of breach was issued, and again on our calls on 10 and 24 January 2018, the following items of noncompliance - which were independent of Atgron's RSP/port 43 RDDS failure - were identified during the pre-breach compliance check (and therefore, included in the notice of breach):
>
> - Atgron's web-based Whois service was nonfunctional. [not cured]
> - Atgron's Whois format was noncompliant. [not cured]
> - The required Whois educational link was not posted on any website for .wed (including [redacted]'s website). [cured]
> - The required DPS was not posted on any website for .wed (including [redacted]'s website). [cured pending MSA approval, inclusive of use of [redacted] for DNSSEC services]
> - Atgron had past due ICANN fees of $12,500.00. [cured pending timely payment of any newly assessed ICANN fees up until the notice of breach is cured]
>
> Therefore, the statement that Atgron has always been in compliance with the registry agreement is inaccurate. Based on the failures identified above, ICANN [redacted] requested that Atgron address with details, milestones

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-04-09 14:02

- Digital Signature (~4 KB)

Dear Adrienne,

I confirm receipt of your email. ICANN will review and follow up.

Sincerely,

[redacted]
ICANN [redacted]

On Apr 9, 2018, at 3:43 PM, Adrienne McAdory <amcadory@atgron.wed> wrote:

Hello,

The full payment of outstanding Registry Operator fees have been paid.

It has come to our attention the the Global Division is waiving fees never incurred by ICANN and adding fees never disclosed to Atgron. Specifically, a $20,000 Transition fee was initially required in a 12 Jan email from the [redacted] but we have discovered [redacted] did not conduct a standard transition of DNS functions and the DNS provider [redacted] is transitioning to for Atgron does not charge this transition fee if the DNS transition falls within their standard cycle.

As of 2 March 2018, we have an official memo from the [redacted] that magnanimously waives the $20,000 Transition fee that ICANN never incurred but levies an unwarranted and previously undisclosed $12,450 Financial Evaluation fee. There is no basis whatsoever for Atgron to pay a Financial Evaluation fee because if our in-house back end solution passes technical testing, our financial situation will be better than our previous position. As we have stated before, there has been no history whatsoever of Atgron not paying ICANN fees or agreed upon fees to any of our service providers. We had a service provider that reneged on their agreement as the [redacted] fully understands having been privy to the emails regarding their agreement to allow Atgron to pay on a quarterly basis. From our perspective, the [redacted] is not acting in good faith. Any reasonable person looking at this situation could only conclude ICANN would know Atgron will not be able to cure the breach because this arbitrary Financial Evaluation is almost the same fee as a full year with a Registry Service Provider. This fee is also required prior to allowing Atgron to conduct Technical Testing of our Registry back end solution thereby effectively terminating Atgron's contract.

While I understand there have been no discussions between the Compliance team and the [redacted], I wanted to bring this to your attention because I think it would be hard for an outsider to understand this distinction.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Apr 5, 2018, at 12:47 PM, [redacted] > wrote:

Hi Adrienne,

I confirm receipt of your email.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by

replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]

On Apr 5, 2018, at 2:46 AM, Adrienne McAdory <amcadory@atgron.wed> wrote:

Dear [redacted],

[redacted] in your Accounting Dept. has been informed full payment of Registry Operator fees should be received by Monday, April 9.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed[get.wed]

On Mar 19, 2018, at 7:02 PM, [redacted] wrote:

Hi Adrienne,

I confirm receipt of your email.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, March 19, 2018 at 3:05 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] Fwd: [~MIL-801-19253]: ICANN Notice of

Subject	**Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-04-10 09:53

- Atgron, Inc. (wed) customer fees statement - 10 Apr 2018.pdf (~18 KB)
- Digital Signature (~5 KB)

Hi Adrienne,

ICANN [redacted] confirms payment has been received and applied to .wed's account for its registry fees under Article 6 of the registry agreement. An updated fee statement is attached. However, please note that any new registry fees incurred up until the breach notice is fully cured will be required to be timely paid to satisfy the breach cure item related to payment of fees.

Also note, the information you have provided regarding the fees related to Atgron exiting the EBERO transition status, including the financial evaluation fees, are published and do not change the requirements needed to cure the notice of breach.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, April 10, 2018 at 4:09 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Acknowledged. Thank you.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Apr 9, 2018, at 8:02 PM, [redacted] wrote:

Dear Adrienne,

I confirm receipt of your email. ICANN will review and follow up.

Sincerely,

[redacted]
ICANN [redacted]

On Apr 9, 2018, at 3:43 PM, Adrienne McAdory <amcadory@atgron.wed> wrote:

Hello,

The full payment of outstanding Registry Operator fees have been paid.

It has come to our attention the the [redacted] is waiving fees never incurred by ICANN and adding fees never disclosed to Atgron. Specifically, a $20,000 Transition fee was initially required in a 12 Jan email from the [redacted] but we have discovered [redacted] did not conduct a standard transition of DNS functions and the DNS provider [redacted] is transitioning to for Atgron does not charge this transition fee if the DNS transition falls within their standard cycle.

As of 2 March 2018, we have an official memo from the [redacted] that magnanimously waives the $20,000 Transition fee that ICANN never incurred but levies an unwarranted and previously undisclosed $12,450 Financial Evaluation fee. There is no basis whatsoever for Atgron to pay a Financial Evaluation fee because if our in-house back end solution passes technical testing, our financial situation will be better than our previous position. As we have stated before, there has been no history whatsoever of Atgron not paying ICANN fees or agreed upon fees to any of our service providers. We had a service provider that reneged on their agreement as the [redacted] fully understands having been privy to the emails regarding their agreement to allow Atgron to pay on a quarterly basis. From our perspective, the [redacted] is not acting in good faith. Any reasonable person looking at this situation could only conclude ICANN would know Atgron will not be able to cure the breach because this arbitrary Financial Evaluation is almost the same fee as a full year with a Registry Service Provider. This fee is also required prior to allowing Atgron to conduct Technical Testing of our Registry back end solution thereby effectively terminating Atgron's contract.

While I understand there have been no discussions between the Compliance team and the [redacted], I wanted to bring this to your attention because I think it would be hard for an outsider to understand this distinction.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-04-11 05:12

- Digital Signature (~5 KB)

Hi Adrienne,

Thank you for your response and feedback.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, April 11, 2018 at 7:55 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted],

Thank you for the update on payment of the Registry Operator fee. We will continue to pay the fees based upon the timeline provided in January.

The comment regarding the publication of the Financial Evaluation fee is in error. Had this fee been publicized, it should have been noted in our correspondence which included over forty emails immediately after the breach notice in December and on the phone call we had with [redacted] participants on January 10.

The MSA requirement and the associated fees were clearly documented as of October 2017. This Financial Evaluation fee was not provided by the [redacted] on January 12 when they finally sent a list of disclosed and previously undisclosed fees. The set of previously undisclosed fees provided on January 12th were subsequently waived in the March 2 memo which contained this most recent previously undisclosed Financial Evaluation fee.

Simply sending links to ICANN documents after the Dec breach notification when full disclosure could have easily occurred when Atgron first brought the possibility of our entry into EBERO status to the [redacted] on September 29, 2017 is unacceptable. I'm sure as attorneys you can come up with a better legal term for this situation but from a lay persons point of view that is my only summation of ICANN's spurious claims to fees guaranteed to end in the termination of Atgron's contract and "non-profit" gain for ICANN.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Apr 10, 2018, at 3:53 PM, [redacted] wrote:

> Hi Adrienne,
>
> ICANN [redacted] confirms payment has been received and applied to .wed's account for its registry fees under Article 6 of the registry agreement. An updated fee statement is attached. However, please note that any new registry fees incurred up until the breach notice is fully cured will be required to be timely paid to satisfy the breach cure item related to payment of fees.
>
> Also note, the information you have provided regarding the fees related to Atgron exiting the EBERO transition status, including the financial evaluation fees, are published and do not change the requirements needed to cure the notice of breach.
>
> Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.
>
> Thank you in advance for your cooperation.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, April 10, 2018 at 4:09 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-05-01 13:58

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your email.

As previously explained, failure to cure the breaches may result in termination of Atgron's RA, which could include mediation/arbitration proceedings.

In the meantime, you can continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, May 1, 2018 at 4:48 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello,

Responses to the Technical Clarifying Questions have been provided. The next step in the timeline we provided would be to pay for Technical Testing but as we informed you previously, the [redacted] has levied an unjustifiable Financial Evaluation fee of $12,500 that must be paid before Technical Testing can commence. Hence we will be unable to cure the breach due to unwarranted barriers setup by ICANN.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Apr 11, 2018, at 11:12 AM, [redacted] wrote:

Hi Adrienne,

Thank you for your response and feedback.

Please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Thank you in advance for your cooperation.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, April 11, 2018 at 7:55 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

Thank you for the update on payment of the Registry Operator fee. We will continue to pay the fees based upon the timeline provided in January.

The comment regarding the publication of the Financial Evaluation fee is in error. Had this fee been publicized, it should have been noted in our correspondence which included over forty emails immediately after the breach notice in December and on the phone call we had with [redacted] participants on January 10.

The MSA requirement and the associated fees were clearly documented as of October 2017. This Financial Evaluation fee was not provided by the [redacted] on January 12 when they finally sent a list of disclosed and previously undisclosed fees. The set of previously undisclosed fees provided on January 12th were subsequently waived in the March 2 memo which contained this most recent previously undisclosed Financial Evaluation fee.

Simply sending links to ICANN documents after the Dec breach notification when full disclosure could have easily occurred when Atgron first brought the possibility of our entry into EBERO status to the [redacted] on September 29, 2017 is unacceptable. I'm sure as attorneys you can come up with a better legal term for this situation but from a lay persons point of view that is my only summation of ICANN's spurious claims to fees guaranteed to end in the termination of Atgron's contract and "non-profit" gain for ICANN.

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-06-11 04:56

- Digital Signature (~5 KB)

Hi Adrienne,

To address your request below: *I need the* [redacted] *team to explain to me why this mandatory requirement was not in the original December breach notification or the 50+ subsequent emails exchanged regarding the requirements for Atgron to exit EBERO status.*

The items needed to cure the 7 December 2017 notice of breach – which are included in the notice – have been explained to you in detail in writing and via multiple conference calls with ICANN [redacted]. These requirements have not changed. ICANN has also explained, multiple times, the distinctions between the [redacted] and EBERO processes. Please refer to ICANN [redacted]'s communications and call summaries since the compliance process has begun with the Escalated Notice on 7 December 2017.

Please be reminded again that failure to fully cure the breach notice may result in termination of Atgron's RA, which could include mediation/arbitration proceedings. In the meantime, you can continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Sunday, June 10, 2018 at 11:43 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

The events of the last few weeks provide a clear indication that the [redacted] has no intention of allowing Atgron to clear this breach and resume operations. Despite the fact that our responses to all of the MSA questions were based upon our successful original application, the [redacted] has indicated our responses were insufficient for the panel and we have been placed into Extended Evaluation status which did not occur with our original application. We are using the exact same open source system that our previous back end provider [redacted] used. The only difference is we have far fewer dedicated staff members because we are leveraging cloud services in the same way the [redacted] does right now. This is frankly a much more reliable solution and other back end Registry

Operators are most likely doing the same. Ironically, the [redacted] representatives directed us to base our response to clarifying question #18 on our original application responses when they could not justify the basis of clarifying question #18 so this latest rejection of our responses, appropriately based upon our original application, is unjustifiable.

Further, the [redacted] continues to insist the financial assessment they want to charge of $12,500 is mandatory per Appendix 1 in the contract. I need the [redacted] team to explain to me why this mandatory requirement was not in the original December breach notification or the 50+ subsequent emails exchanged regarding the requirements for Atgron to exit EBERO status. The [redacted] will not allow us to move forward with Technical Testing until this unwarranted financial assessment is completed. I reiterate, these are clear indicators ICANN never had any intention of allowing Atgron to resume operations. As noted previously, we will pay our Registry Operator fees of $6,250 this month and are ready to pay the $4,000 fee for Technical Testing as well this month. The replenishment of the COI will follow per the timeline requested and provided on 10 January 2018. If the [redacted] group continues to levy these barriers to our resumption of operations, we will move forward with the Board Reconsideration process, mediation and arbitration until we prevail as we most certainly will.

NTIA has requested comments about the future of the Internet by 2 July and I will be providing voluminous data showing how ICANN has failed to secure the internet based upon corruption and cronyism to benefit the wealthy few and the clear conflict of interest in allowing [redacted].

In sum, we have no confidence ICANN has any intentions of letting Atgron resume operations unless these artificial barriers required by the [redacted] are removed forthwith.

Sincerely,
Adrienne McAdory

Atgron, Inc.
Introducing .WED, a domain for weddings
www.get.wed [get.wed]

ci

On May 1, 2018, at 7:58 PM, [redacted] wrote:

> Hi Adrienne,
>
> I confirm receipt of your email.
>
> As previously explained, failure to cure the breaches may result in termination of Atgron's RA, which could include mediation/arbitration proceedings.
>
> In the meantime, you can continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-06-11 14:48

- Digital Signature (~5 KB)

Hi Adrienne,

Your question has been addressed. If and when you decide to cure the remaining items in the notice of breach, please provide your updates to ICANN [redacted].

As you have acknowledged, termination of the registry agreement may occur in the absence of doing so.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, June 11, 2018 at 5:39 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

Unfortunately the distinction between the requirements of the Compliance process and the requirements to exit the EBERO process cannot be decoupled as you seem to intimate. The requirements the [redacted] team provided in the 7 December notice should have been inclusive of ALL requirements necessary to prevent termination of our contract and resumption of operations because these new "requirements" from the [redacted] group should have been requested in the timeline the [redacted] team requested repeatedly to address curing the breach. While it is certainly convenient for ICANN to attempt to separate the culprits in this matter, there is only one contract between Atgron and ICANN and it has no distinction between the [redacted] team and [redacted] so again I would request an explanation for why the contractual breach notice and the subsequent requests from the [redacted] team did not contain ALL of the requirements necessary for Atgron to resume operations?

There is no need to keep threatening termination of the contract when you have been fully informed Atgron sees no basis to pay for a financial assessment and objects to an Extended Evaluation of responses that reflect the same responses we provided in our initial application which passed.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jun 11, 2018, at 10:56 AM, [redacted] wrote:

Hi Adrienne,

To address your request below: *I need the* [redacted] *team to explain to me why this mandatory requirement was not in the original December breach notification or the 50+ subsequent emails exchanged regarding the requirements for Atgron to exit EBERO status.*

The items needed to cure the 7 December 2017 notice of breach – which are included in the notice – have been explained to you in detail in writing and via multiple conference calls with ICANN [redacted]. These requirements have not changed. ICANN has also explained, multiple times, the distinctions between the [redacted] and EBERO processes. Please refer to ICANN [redacted]'s communications and call summaries since the compliance process has begun with the Escalated Notice on 7 December 2017.

Please be reminded again that failure to fully cure the breach notice may result in termination of Atgron's RA, which could include mediation/arbitration proceedings. In the meantime, you can continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Sunday, June 10, 2018 at 11:43 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

The events of the last few weeks provide a clear indication that the [redacted] has no intention of allowing Atgron to clear this breach and resume operations. Despite the fact that our responses to all of the MSA questions were based upon our successful original application, the [redacted] has indicated our responses were insufficient for the panel and we have been placed into Extended Evaluation status which did not occur with our original application. We are using the exact same open source system that our previous back end provider [redacted] used. The only difference is we have far fewer dedicated staff members because we are leveraging cloud services in the same way the [redacted] does right now. This is frankly a much more reliable solution and other back end Registry Operators are most likely

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-06-14 14:15

- Digital Signature (~5 KB)

Hi Adrienne,

Again, the requirements to cure the breach are in the notice of breach and the multiple detailed emails from ICANN [redacted] sent to you since 7 December 2017. Please also refer to the additional communications sent to you by ICANN regarding the requirements for exiting EBERO, including another communication sent earlier today.

If you are not able to meet these requirements, or choose not to, then the matter will escalate towards termination of the registry agreement.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, June 11, 2018 at 6:03 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

[redacted] my question has not been addressed. Please reiterate the specific requirements to cure the breach and how these requirements can be met if the [redacted] will not allow Atgron to proceed with the MSA process which the [redacted] Team noted is a key provision to cure the breach?

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jun 11, 2018, at 8:48 PM, [redacted] wrote:

Hi Adrienne,

Your question has been addressed. If and when you decide to cure the remaining items in the notice of breach, please provide your updates to ICANN [redacted].

As you have acknowledged, termination of the registry agreement may occur in the absence of doing so.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Monday, June 11, 2018 at 5:39 PM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted],

Unfortunately the distinction between the requirements of the [redacted] process and the requirements to exit the EBERO process cannot be decoupled as you seem to intimate. The requirements the [redacted] team provided in the 7 December notice should have been inclusive of ALL requirements necessary to prevent termination of our contract and resumption of operations because these new "requirements" from the [redacted] group should have been requested in the timeline the [redacted] team requested repeatedly to address curing the breach. While it is certainly convenient for ICANN to attempt to separate the culprits in this matter, there is only one contract between Atgron and ICANN and it has no distinction between the [redacted] team and [redacted] so again I would request an explanation for why the contractual breach notice and the subsequent requests from the [redacted] team did not contain ALL of the requirements necessary for Atgron to resume operations?

There is no need to keep threatening termination of the contract when you have been fully informed Atgron sees no basis to pay for a financial assessment and objects to an Extended Evaluation of responses that reflect the same responses we provided in our initial application which passed.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jun 11, 2018, at 10:56 AM, [redacted] wrote:

Hi Adrienne,

Subject	**Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	[redacted]
To	Adrienne McAdory <amcadory@atgron.wed>
Cc	[redacted]
Date	2018-06-15 07:59

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your email.

If you choose to cure the breach, please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, June 15, 2018 at 7:25 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Since Board Reconsideration, mediation and arbitration of this matter will be between ICANN and Atgron and not Atgron and the [redacted] team and Atgron and the [redacted], I choose not to participate in the artificial separation ICANN is perpetuating simply to frustrate me into ending this matter by giving up. That will not happen. Please find my response below to the [redacted]'s email yesterday which I will assume you may or may not have reviewed given the approach ICANN is taking to this matter.

Message sent today to [redacted] in response to their email yesterday:

"[redacted],

There will be no agreement by Atgron to pay ICANN any fees not clearly communicated when Atgron communicated the possibility of going into EBERO status on 29 September 2017. The only fees described in

September or after Atgron informed ICANN of the impending EBERO event in November were regarding the MSA process. ICANN is not acting in good faith having laid out specific requirements to cure the breach without any of the exorbitant monetary requirements Atgron could not have been expected to anticipate given the basis of the fees are the result of a third party contract between ICANN and the EBERO provider. These fees and the financial assessment fee were clearly known by ICANN on 29 September 2017 and could have been communicated by [redacted] or the [redacted] team or any division of ICANN. All aspects of the contracts are intimately known by ICANN as the many links in the post breach emails show.

The MSA requirements were clearly communicated and Atgron has acted in good faith to comply with the timeline we presented to cure the breach. The [redacted] was fully aware of this timeline and Atgron's expectation based upon [redacted] being cc'd on all emails and both of you participating in the call with the [redacted] team. The [redacted] team's unwarranted and undisclosed additional fees have no merit and are simply being used to keep Atgron from completing the necessary steps to resume operations as is the history of ICANN's [redacted] when dealing with Atgron.

Atgron will continue to pay the fees ICANN agreed to accept to cure the contract breach since no objections to the timeline or fees provided on 10 January 2018 by Atgron have been objected to by the [redacted] team."

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jun 14, 2018, at 8:15 PM, [redacted] wrote:

> Hi Adrienne,
>
> Again, the requirements to cure the breach are in the notice of breach and the multiple detailed emails from ICANN [redacted] sent to you since 7 December 2017. Please also refer to the additional communications sent to you by ICANN regarding the requirements for exiting EBERO, including another communication sent earlier today.
>
> If you are not able to meet these requirements, or choose not to, then the matter will escalate towards termination of the registry agreement.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]
>
> ---
>
> **From:** Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>

Subject **Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements** [redacted]
From [redacted]
To Adrienne McAdory <amcadory@atgron.wed>
Cc [redacted]
Date 2018-10-24 23:24

- Digital Signature (~5 KB)

Hi Adrienne,

I confirm receipt of your email.

Failure to cure the breaches may result in termination of Atgron's RA.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Wednesday, October 24, 2018 at 12:56 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

The breach cannot be cured.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Oct 21, 2018, at 5:13 PM, [redacted] wrote:

Hi Adrienne,

I confirm receipt of your email.

If you choose to cure the breach, please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Sunday, October 21, 2018 at 5:24 PM
To: [redacted]>
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Dear [redacted]

We would be happy to cure the breach of .wed backend registry services which was the result of consultation between our previous backend technical provider [redacted] and ICANN. We have passed the Technical Evaluation of the MSA process and simply need to complete Technical Testing and replenish the COI to be operable again. ICANN is preventing us from moving forward so ICANN has now taken on the responsibility for the breach not being cured.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Oct 16, 2018, at 1:21 PM, [redacted] wrote:

> Hi Adrienne,
>
> I confirm receipt of your email.
>
> If you choose to cure the breach, please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by

emailing [redacted] Failure to cure the breaches may result in termination of Atgron's RA.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Tuesday, October 16, 2018 at 9:14 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted]

I am writing to inform you the Registry Operator contractual fees due will not be paid, not because we do not have the money but because ICANN is deliberately keeping Atgron from taking the steps necessary to resume operations. As previously stated, the [redacted]$12,500 financial fee is indefensible.

ICANN has demonstrated again and again it has no intention of allowing us to cure this breach by moving forward with testing of our technical backend Registry solution.

Warm Regards,
Adrienne McAdory

Atgron, Inc.
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ci

On Jun 15, 2018, at 1:59 PM, [redacted] wrote:

> Hi Adrienne,
>
> I confirm receipt of your email.
>
> If you choose to cure the breach, please continue to provide any updates regarding Atgron's progress in curing the noted breaches by replying to this email and/or by emailing [redacted]
> Failure to cure the breaches may result in termination of Atgron's RA.

Sincerely,

[redacted]
ICANN [redacted]

From: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne McAdory <amcadory@atgron.wed>
Date: Friday, June 15, 2018 at 7:25 AM
To: [redacted]
Cc: [redacted]
Subject: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements

Hello [redacted],

Since Board Reconsideration, mediation and arbitration of this matter will be between ICANN and Atgron and not Atgron and the [redacted] team and Atgron and the [redacted] I choose not to participate in the artificial separation ICANN is perpetuating simply to frustrate me into ending this matter by giving up. That will not happen. Please find my response below to the [redacted]s email yesterday which I will assume you may or may not have reviewed given the approach ICANN is taking to this matter.

Message sent today to [redacted] in response to their email yesterday:

'[redacted],

There will be no agreement by Atgron to pay ICANN any fees not clearly communicated when Atgron communicated the possibility of going into EBERO status on 29 September 2017. The only fees described in September or after Atgron informed ICANN of the impending EBERO event in November were regarding the MSA process. ICANN is not acting in good faith having laid out specific requirements to cure the breach without any of the exorbitant monetary requirements Atgron could not have been expected to anticipate given the basis of the fees are the result of a third party contract between ICANN and the EBERO provider. These fees and the financial assessment fee were clearly known by ICANN on 29 September 2017 and could have been communicated by [redacted] or the [redacted] team

Subject	**[~MIL-801-19253]: ICANN Notice of Breach: Atgron, Inc. (wed) - Failure to comply with RDDS requirements**
From	[redacted]
To	<amcadory@atgron.wed>
Cc	[redacted]
Reply-To	[redacted]
Date	2020-02-07 12:58
Priority	Normal

Dear Ms. McAdory,

ICANN confirms receipt of your email.

Sincerely,

[redacted]
ICANN [redacted]
##########################
Posted on: 07 February 2020 09:18 PM UTC
From: amcadory@atgron.wed
To: [redacted]

Dear [redacted],

Please find this breach notification with a request that ICANN cure the breach no later than 17 February 2020. A copy of the letter has been mailed to [redacted].

Warm Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
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On 2018-10-24 23:24, [redacted] wrote:
> Hi Adrienne,
>
> I confirm receipt of your email.
>
> Failure to cure the breaches may result in termination of Atgron's
> RA.
>
> Sincerely,
>
> [redacted]
>
> ICANN [redacted]
>
> FROM: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne
> McAdory <amcadory@atgron.wed>
> DATE: Wednesday, October 24, 2018 at 12:56 AM
> TO: [redacted]

> CC: [redacted]
> [redacted]
> [redacted]
> [redacted]
> SUBJECT: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron,
> Inc. (wed) - Failure to comply with RDDS requirements
>
> Dear [redacted],
>
> The breach cannot be cured.
>
> Warm Regards,
>
> Adrienne McAdory
>
> Atgron, Inc.
>
> Introducing .WED, a domain for weddings
>
> www.get.wed [get.wed] [47]
>
> On Oct 21, 2018, at 5:13 PM, [redacted]
> wrote:
>
>> Hi Adrienne,
>>
>> I confirm receipt of your email.
>>
>> If you choose to cure the breach, please continue to provide any
>> updates regarding Atgron's progress in curing the noted breaches
>> by replying to this email and/or by emailing [redacted]
>> Failure to cure the breaches may result in termination of Atgron's
>> RA.
>>
>> Sincerely,
>>
>> [redacted]
>>
>> ICANN [redacted]
>>
>> FROM: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne
>> McAdory <amcadory@atgron.wed>
>> DATE: Sunday, October 21, 2018 at 5:24 PM
>> TO: [redacted]
>> CC: [redacted]
[redacted]
>> SUBJECT: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron,
>> Inc. (wed) - Failure to comply with RDDS requirements
>>
>> Dear [redacted]
>>
>> We would be happy to cure the breach of .wed backend registry
>> services which was the result of consultation between our previous
>> backend technical provider [redacted] and ICANN. We have passed the

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

[redacted] ICANN) replied to the customer.
January 22, 2019 at 10:38 PM

Dear Adrienne McAdory,

For clarification, this is not the transition-out-of-EBERO plan, this is strictly the transition plan step required as part of the MSA process. Atgron, Inc, as the prospective gaining RSP will need to determine the details for the transition plan and provide the information related to the technical steps that will be undertaken. During a TLD transition, most of the actions are the responsibility of the gaining RSP. This plan specifies the actions that the gaining RSP will take and is also used to confirm operational and technical readiness. The transition plan is evaluated by ICANN to ensure that the gaining RSP understands the tasks and technology necessary to successfully transition a TLD without an impact to Critical Functions. Once drafted, please identify information needed from the losing RSP, [redacted] and ICANN will gather this information from Nominet and can facilitate any questions Atgron has for [redacted]

The How-To-Guide for MSAs contains a "Guidelines for Transition Plan" in Appendix B which can be found here: https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. Please follow those guidelines to ensure that all of the necessary information is provided. If you have questions related to this transition plan step, please let us know.

We look forward to hearing back from you.

Regards,
[redacted]

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

Adrienne McAdory (Customer)
a year ago

Thank you for the clarification with regard to the Transition Plan. Unfortunately, as the Appendix states, the current RSP conveys and/or coordinates most of the tasks with the proposed RSP and since ICANN has not provided a contact within [redacted] or [redacted] that Atgron can work with to create a Transition Plan, this would seem to be yet another offer not made in good faith. We again stand ready and willing to move forward once the requirement for the unwarranted $12,500 financial assessment fee is removed and the appropriate contact information is provided by ICANN to facilitate the necessary Transition Plan.

Warm Regards,
Adrienne McAdory

Like

Write a comment...

[redacted] (ICANN) replied to the customer.
January 28, 2019 at 7:33 PM

Dear Adrienne McAdory,

As the contracted party with ICANN, it is the responsibility of the Registry Operator to develop the transition plan for the Material Subcontracting

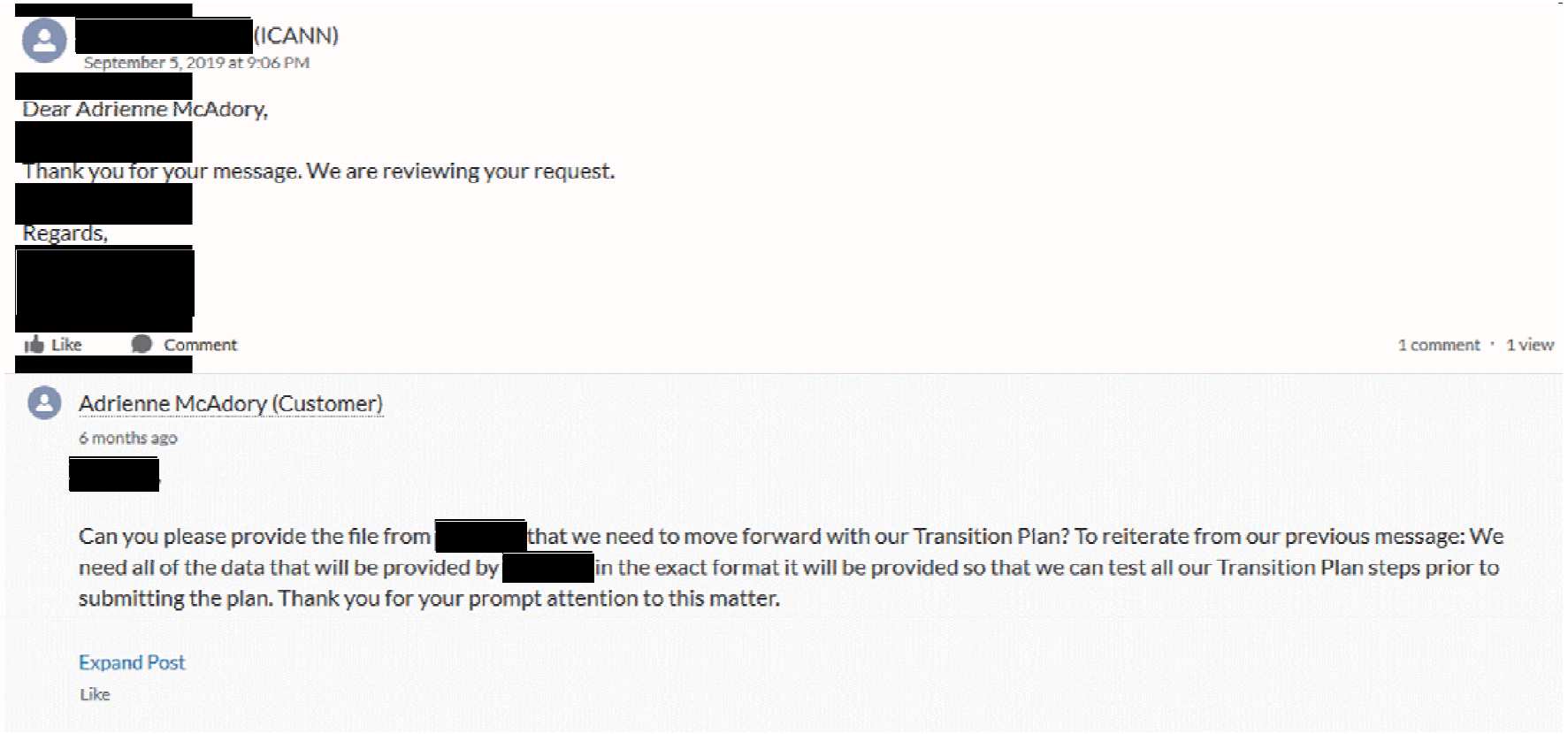
[redacted] (ICANN) replied to the customer.
January 28, 2019 at 7:33 PM

Dear Adrienne McAdory,

As the contracted party with ICANN, it is the responsibility of the Registry Operator to develop the transition plan for the Material Subcontracting Arrangement change process by working with the gaining RSP, who in this case is also Atgron, Inc. As previously noted, ICANN provides transition plan guidance in Appendix B in the How to Guide available at https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. Once you are able to identify the information that you require from [redacted] for a successful transition, ICANN will facilitate the process of getting that information to you.

Regards,
[redacted]

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020



[redacted] (ICANN)
September 5, 2019 at 9:06 PM

[redacted]
Dear Adrienne McAdory,
[redacted]
Thank you for your message. We are reviewing your request.
[redacted]
Regards,
[redacted]
[redacted]

Like Comment 1 comment · 1 view

Adrienne McAdory (Customer)
6 months ago

[redacted]

Can you please provide the file from [redacted] that we need to move forward with our Transition Plan? To reiterate from our previous message: We need all of the data that will be provided by [redacted] in the exact format it will be provided so that we can test all our Transition Plan steps prior to submitting the plan. Thank you for your prompt attention to this matter.

Expand Post
Like

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

[redacted] (ICANN)
December 18, 2019 at 7:53 PM

Dear Adrienne McAdory,

Thank you for your patience. Yes, the message you sent previously worked. We have now uploaded to the .WED server a couple of files which will complete the data transfer simulation:

- example_2019-10-30_full_S0_R1.xml.gpg
  - .example data escrow file encrypted with Atgron's public PGP key.
- example_2019-10-30_full_S0_R1.xml.gpg.sig
  - In case you want to verify the data escrow file, we have signed the file with [redacted]

As previously communicated, once the data transfer simulation is completed and when Atgron, Inc. is ready to submit the transition plan, there are a few steps of the transition plan that will need to be informed by ICANN org and/or [redacted]. In these instances, Atgron, Inc. is expected to identify those areas where input is needed. As a reminder, ICANN org will review the transition plan, once submitted, to ensure the proposed plan does not present any security or stability risks and will pass along applicable questions to [redacted]

Please let me know if you have any questions and we look forward to receiving your transition plan.

Regards,

[redacted]

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

Please be reminded that the ICANN organization's offices will be closed as of 01:00 UTC on Tuesday, 24 December 2019, and will reopen on Thursday, 02 January 2020. During this time, the processing of service requests for gTLD registries and registrars will be suspended. Any case comments or emails sent to this case will be reviewed when the office opens on 02 January 2020.

Regards,
[redacted]
Like

Adrienne McAdory (Customer)
3 months ago
[redacted]

Happy New Year.

Atgron has the following two questions in response to the latest posting on 18 December:

1. Should our DNS provider be prepared for DNS services to be transferred back to Atgron in the same fashion that the transfer occurred to [redacted] in December 2017?

2. What information for the Transition Plan does ICANN know we need from [redacted] hat has not already been provided?

Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.
Like

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

[redacted] (ICANN)
3 months ago

Dear Adrienne McAdory,

Thank you for your questions.

1. Yes. The purpose is to avoid any downtime.
2. Please refer to the Appendix B (Guidelines for Transition Plan) at https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. The MSA process in general requires that the potential new RSP provide the transition plan without ICANN's input and that ICANN will provide feedback only after the transition plan is submitted. Once again, now that the data transfer simulation is completed and when Atgron, Inc. is ready to submit the transition plan, there are a few steps of the transition plan that will need to be informed by ICANN org and/or [redacted] In these instances, Atgron, Inc. is expected to identify those areas where input is needed. As a reminder, ICANN org will review the transition plan, once submitted, to ensure the proposed plan does not present any security or stability risks and will pass along applicable questions to [redacted]

We look forward to hearing back from you. Please let us know if you have any additional questions or concerns.

Regards,
[redacted]

Like

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

Adrienne McAdory (Customer)

2 months ago

[redacted]

After review of the MSA Transition Plan guide Atgron has the following questions for Nominet which are specifically drawn from the "General", "IANA" and "Rollback" set of questions required for completion of the Transition Plan.

a. ICANN – Please describe in detail each step [redacted] with execute of the transition plan and how long each step will take. Please include all blocking steps that must be completed before continuing any step of the transition plan.

b. ICANN – Please describe what confidential information will be transmitted to Atgron by [redacted] and describe the security mechanisms for non-repudiation and privacy that [redacted] will use.

c. ICANN – Please describe when and how updates to IANA information can be made by Atgron after the transition of data from [redacted]

d. ICANN – Please describe what actions Atgron can take if IANA updates are not immediate.

e. ICANN – Please describe the detailed steps [redacted] will take if a Rollback plan is required.

Regards,
Adrienne McAdory, CEO
Atgron, Inc.

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

[redacted] ICANN)
January 31, 2020 at 10:11 PM

Dear Adrienne McAdory,

As you mention in your communication below, the Material Subcontracting Arrangement Guide provides extensive information regarding the process, including, among other things, information on the Transition Plan approval process. *See* Appendix B of the Material Subcontracting Arrangement Guide.

We encourage Atgron to review those materials, as they make clear that, as the gaining Registry Service Provider (RSP), Atgron is responsible for taking the lead in drafting the Transition Plan, including the responses to items (A) through (E). Accordingly, the questions you asked in items (A) through (E) below need to be answered by Atgron in the first instance. Atgron (as the gaining RSP) is the one that proposes the manner in which Atgron wants the migration to take place. [redacted] as the losing RSP) does not provide those details. The person or entity that will be handling the technical elements of Atgron's back-end registry operations should be able to provide the information necessary for items (A) through (E).

ICANN will provide feedback on your Transition Plan once it is submitted in the Naming Service portal for informal review. Once the Transition Plan is reviewed and finalized, and if Atgron satisfies the other requirements necessary to exit EBERO, [redacted] would then execute the proposed transition in a manner consistent with Atgron's Transition Plan.

Kind regards,
[redacted]

ICANN GDD Portal
Atgron Material SubContracting Arrangement Case 088018
As of 29 March 2020

[redacted] (ICANN)
February 25, 2020 at 5:46 PM

Dear Adrienne McAdory,

As you mention below and as indicated in ICANN's 18 February 2020 letter to Atgron, ICANN typically requires the transition plan to be approved prior to initiating technical testing. However, ICANN org is willing to permit Atgron to pursue these tasks concurrently so that technical testing may be initiated in parallel to Atgron's continued work on the transition plan. ICANN is permitting this parallel course of action in order to help Atgron and facilitate Atgron's ability to meet the 30 June 2020 deadline, also referenced in the 18 February letter. Of course, Atgron can choose to complete the transition plan and obtain approval for it prior to initiating technical testing (although the 30 June 2020 deadline will not be modified). But please note that, in the event that Atgron chooses to pursue these tasks concurrently, ICANN has no intention of "charg[ing Atgron] with willfully violating the published policy," as you state in your 18 February 2020 correspondence.

As a reminder, Atgron is responsible for completing the transition plan. In the course of completing its transition plan, Atgron may identify specific questions or areas where input is needed from [redacted]; however, this does not mean that [redacted] is expected to (or that Atgron may request that [redacted] fill out the majority of the transition plan. Once Atgron submits the plan for informal review through the Naming Service portal, ICANN org will review the transition plan for completeness and to ensure that the proposed plan does not present any security or stability risks and, at that time, will pass along any applicable specific questions to [redacted]

Kind regards,
[redacted]

@ATGRON wed [redacted]

February 7, 2020

[redacted]
ICANN
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536

RE: NOTICE OF BREACH OF REGISTRY AGREEMENT (wed)

Dear [redacted],

Please be advised that as of 31 January 2020, The Internet Corporation for Assigned Names and Numbers ("ICANN") is in breach of its Registry Agreement with Atgron, Inc. ("Atgron") dated 1 October 2013 ("RA"). The breaches result from:

1. ICANN's continued failure to provide access to the Emergency Back-End Registry Operator ("EBERO") [redacted] as required by Section 3: EBERO Temporary Transition Process of the Registry Transition Process which is incorporated by reference in Article 2.13 of the Registry Agreement. This failure is the primary reason Atgron has been unable to cure the breach related to compliance ticket [MIL-801-19253]. Specifically, Section 3 states:

   When transitioning from an Emergency Operator back to the previous registry operator or to a new registry operator, the Emergency Operator will collaborate and cooperate with the new operator in order to achieve an orderly transition with minimum impact to registrants and gTLD users.

The messages below outline ICANN's [redacted] repeated denials of Atgron's requests to "collaborate and cooperate" with the EBERO, [redacted]. In a further display of bad faith, on January 28, 2019 (see below) the [redacted] spuriously claimed that Atgron is transitioning back to Atgron after acknowledging the two different entities on January 22, 2019 (see below). With regard to the [redacted]s repeated statements from January 2019 to January 2020 that all information needs to be provided by Atgron for the Transition Plan, that is patently false because in order for [redacted] to transfer the data to [redacted], a plan was developed between [redacted] and [redacted] with ICANN's approval as was stated by [redacted] on December 7, 2017 when the EBERO transition occurred (see attachment).

We request the [redacted] Team inform the ICANN Board of the [redacted]'s continued breach of the Agreement and that the ICANN Board direct the [redacted] to cure this matter by 17 February 2020 and provide answers from [redacted] to the questions Atgron submitted to complete the Transition Plan and which were denied by the [redacted] (case 00880918) on January 31, 2020 in the

@ATGRON

.wed

ICANN portal. It is perfectly reasonable for Atgron to request information from the transferring party because Atgron has no contract with [redacted] and therefore is in no position to direct [redacted]s activities during the transition.

Sincerely,

Adrienne McAdory
President & CEO
Atgron, Inc.
Email: amcadory@atgron.wed

@ATGRON

Wed

ATTACHMENT

Case 00880918 - January 31, 2020 Exchange:

Atgron question:

[redacted]

After review of the MSA Transition Plan guide Atgron has the following questions for [redacted] which are specifically drawn from the "General", "IANA" and "Rollback" set of questions required for completion of the Transition Plan.

a. ICANN – Please describe in detail each step [redacted] with execute of the transition plan and how long each step will take. Please include all blocking steps that must be completed before continuing any step of the transition plan.

b. ICANN – Please describe what confidential information will be transmitted to Atgron by [redacted] and describe the security mechanisms for non-repudiation and privacy that [redacted] will use.

c. ICANN – Please describe when and how updates to IANA information can be made by Atgron after the transition of data from [redacted]

d. ICANN – Please describe what actions Atgron can take if IANA updates are not immediate.

e. ICANN – Please describe the detailed steps [redacted] will take if a Rollback plan is required.

Regards,
Adrienne McAdory, CEO
Atgron, Inc.

GDD response:

Dear Adrienne McAdory,

As you mention in your communication below, the Material Subcontracting Arrangement Guide provides extensive information regarding the process, including, among other things, information on the Transition Plan approval process. See Appendix B of the Material Subcontracting Arrangement Guide.

We encourage Atgron to review those materials, as they make clear that, as the gaining Registry Service Provider (RSP), Atgron is responsible for taking the lead in drafting the Transition Plan, including the responses to items (A) through (E). Accordingly, the questions you asked in items (A) through (E) below need to be answered by Atgron in the first instance. Atgron (as the gaining RSP) is the one that proposes the manner in which Atgron wants the migration to take place. [redacted] (as the losing RSP) does not provide those details. The person or entity that will be handling the technical elements of Atgron's back-end registry operations should be able to provide the information necessary for items (A) through (E).

@ATGRON

Wed

ICANN will provide feedback on your Transition Plan once it is submitted in the Naming Service portal for informal review. Once the Transition Plan is reviewed and finalized, and if Atgron satisfies the other requirements necessary to exit EBERO, [redacted] would then execute the proposed transition in a manner consistent with Atgron's Transition Plan.

Kind regards,
[redacted]

Previous exchanges from case 00880918 displaying the continued breach of the Registry Agreement by the [redacted]

Case 00880918 - January 22, 2019 Exchange:

Atgron comment:

Thank you for the clarification with regard to the Transition Plan. Unfortunately, as the Appendix states, the current RSP conveys and/or coordinates most of the tasks with the proposed RSP and since ICANN has not provided a contact within [redacted] or [redacted] that Atgron can work with to create a Transition Plan, this would seem to be yet another offer not made in good faith. We again stand ready and willing to move forward once the requirement for the unwarranted $12,500 financial assessment fee is removed and the appropriate contact information is provided by ICANN to facilitate the necessary Transition Plan.

Warm Regards,
Adrienne McAdory

[redacted] *Response:*

Dear Adrienne McAdory,

For clarification, this is not the transition-out-of-EBERO plan, this is strictly the transition plan step required as part of the MSA process. Atgron, Inc, as the prospective gaining RSP will need to determine the details for the transition plan and provide the information related to the technical steps that will be undertaken. During a TLD transition, most of the actions are the responsibility of the gaining RSP. This plan specifies the actions that the gaining RSP will take and is also used to confirm operational and technical readiness. The transition plan is evaluated by ICANN to ensure that the gaining RSP understands the tasks and technology necessary to successfully transition a TLD without an impact to Critical Functions. Once drafted, please identify information needed from the losing RSP, [redacted] and ICANN will gather this information from [redacted] and can facilitate any questions Atgron has for [redacted]

The How-To-Guide for MSAs contains a "Guidelines for Transition Plan" in Appendix B which can be found here: https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. Please follow those guidelines to ensure that all of the necessary information is provided. If you have questions related to this transition plan step, please let us

know.

We look forward to hearing back from you.

Regards,
[redacted]

Case 00880918 - January 28, 2019 Exchange:

[redacted] *response:*

Dear Adrienne McAdory,

As the contracted party with ICANN, it is the responsibility of the Registry Operator to develop the transition plan for the Material Subcontracting Arrangement change process by working with the gaining RSP, who in this case is also Atgron, Inc. As previously noted, ICANN provides transition plan guidance in Appendix B in the How to Guide available at https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. Once you are able to identify the information that you require from [redacted] for a successful transition, ICANN will facilitate the process of getting that information to you.

Regards,
[redacted]

Case 00880918 – December 18, 2019 Exchange:

[redacted] *response:*

Dear Adrienne McAdory,

Thank you for your patience. Yes, the message you sent previously worked. We have now uploaded to the .WED server a couple of files which will complete the data transfer simulation:

- example_2019-10-30_full_S0_R1.xml.gpg
  - .example data escrow file encrypted with Atgron's public PGP key.
  - example_2019-10-30_full_S0_R1.xml.gpg.sig
  - In case you want to verify the data escrow file, we have signed the file with [redacted]

As previously communicated, once the data transfer simulation is completed and when Atgron, Inc. is ready to submit the transition plan, there are a few steps of the transition plan that will need to be informed by ICANN org and/or [redacted] In these instances, Atgron, Inc. is expected to identify those areas where input is needed. As a reminder, ICANN org will review the transition plan, once submitted, to ensure the proposed plan does not present any security or stability risks and will pass along applicable questions to [redacted]

@ATGRON

Please let me know if you have any questions and we look forward to receiving your transition plan.

Regards,
[redacted]

Case 00880918 - January 10, 2020 Exchange:

Atgron question:

[redacted]

Happy New Year.

Atgron has the following two questions in response to the latest posting on 18 December:

1. Should our DNS provider be prepared for DNS services to be transferred back to Atgron in the same fashion that the transfer occurred to [redacted] in December 2017?

2. What information for the Transition Plan does ICANN know we need from [redacted] that has not already been provided?

Regards,
Adrienne McAdory
President & CEO
Atgron, Inc.

[redacted] *response:*

Dear Adrienne McAdory,

Thank you for your questions.

1. Yes. The purpose is to avoid any downtime. (Atgron Note: This response will cause a breach of the requirements for the secure transfer of DNS functions which is a breach of the Registry Agreement)

2. Please refer to the Appendix B (Guidelines for Transition Plan) at https://www.icann.org/en/system/files/files/material-subcontracting-arrangement-guide-26oct17-en.pdf. The MSA process in general requires that the potential new RSP provide the transition plan without ICANN's input and that ICANN will provide feedback only after the transition plan is submitted. Once again, now that the data transfer simulation is completed and when Atgron, Inc. is ready to submit the transition plan, there are a few steps of the transition plan that will need to be informed by ICANN org and/or [redacted] In these instances, Atgron, Inc. is expected to identify those areas where input is needed. As a reminder, ICANN org will review the transition plan, once submitted, to ensure the proposed plan does not present any security or stability risks and will pass along applicable questions to [redacted]

We look forward to hearing back from you. Please let us know if you have any additional

@ATGRON

Wed

questions or concerns.

Regards,

[redacted]

Subject **Re: [Ext] Re: [tld-monitor] [ICANN_SLA_monitoring] [TLD_emergency_threshold_alert][ID_LZkHioUDhD]**

roundcube

From [redacted]

To Adrienne <amcadory@atgron.wed>

Cc [redacted]

Date 2017-12-07 05:17

Hi Adrienne,

The process of changing back-end registry operators is managed by ICANN in accordance with their policies and procedures.

There is a plan which has been agreed between EBERO provider [redacted] and [redacted] and approved by ICANN, it ensures continuity of resolution and stability for registrants of .wed TLD.

Since there is no technical failure of [redacted] a trigger event was required to start the transition to EBERO.

Blocking RDDS (WHOIS) is the safest event to trigger the transition process. It has no impact on DNS or DNSEC, all .wed domains continue to resolve even after a RDDS threshold is reached.

The transition event timing was discussed and it commenced at the agreed time, **Wednesday December 6th at 16:00 UTC.**

Zone files and Escrow data were provided to [redacted] after RDDS services were blocked on **Wednesday .**

The decision on whether to transition to [redacted] or [redacted] or [redacted] then to [redacted] and the procedures to be followed are controlled by ICANN.

[redacted]

On Thu, Dec 7, 2017 at 4:36 AM, Adrienne <amcadory@atgron.wed> wrote:

> Hello [redacted]
>
> We have managed to find another Registry Service Provider, [redacted] who is ready to take over immediately. [redacted] only need the current Whois data which should be small enough to email I would think and the IP address change for whois.nic.wed. [redacted] will respond with the IP address shortly.
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed
>
> On 2017-12-06 17:36, [redacted] wrote:
>
> > Hi [redacted]
> >
> > Thank you for your notification. Please, be aware that automatic emails and phone calls to the emergency contacts will still be made upon reaching each of the remaining emergency threshold alerts.
> >
> > Regards,
> >
> > [redacted]
> > ICANN
> >
> > FROM: [redacted]
> > DATE: Wednesday, December 6, 2017 at 6:43 PM
> > TO: [redacted]

Subject **Atgron (.WED) - Communication Re Breach Notice**
From [redacted]
To amcadory@atgron.wed <amcadory@atgron.wed>
Cc [redacted]
Date 2020-02-18 14:55

Dear Ms. McAdory,
I am [redacted] at ICANN.

We are in receipt of your 7 February 2020 Notice of Breach alleging that ICANN has breached the .WED Registry Agreement with Atgron, Inc. ("Atgron"). And we are in receipt of your 18 February 2020 communication below.

In light of the already pending arbitration between ICANN and Atgron, coupled with the fact that a Notice of Breach is typically the first step in commencing the termination process set forth in the Registry Agreement ("RA"), ICANN has referred your 7 February 2020 letter to its outside counsel, [redacted] In your email below, you reference the RA and claim that ICANN's reliance on outside counsel is somehow "inappropriate," but based on our review of the RA, nothing prevents ICANN from retaining counsel under these circumstances.

[redacted] will respond to Atgron's Notice of Breach as soon as possible. Further communications regarding the pending arbitration and/or Atgron's 7 February 2020 Notice of Breach will be handled by [redacted].

Best regards,
[redacted] ICANN

Posted on: 18 February 2020 02:48 PM UTC
From: amcadory@atgron.wed
To: [redacted]

Dear [redacted],

We received a response to our breach notification from a third party, an [redacted]. We have an active contract with ICANN and it is inappropriate for ICANN to respond to a breach of said contract via a third party.

The answers to the questions requested are readily available to ICANN and required by the contract as noted in the letter of breach provided to ICANN on 7 February 2020. Please provide the responses to the questions by close of business today. Thank you.

Sincerely,
Adrienne McAdory
President & CEO

Atgron, Inc.
[redacted]
amcadory@atgron.wed
www.get.wed

> On Feb 7, 2020, at 5:58 PM, [redacted] wrote:
>
> Dear Ms. McAdory,
>
> ICANN confirms receipt of your email.
>
> Sincerely,
>
> [redacted]
> ICANN [redacted]
> ##########################
> Posted on: 07 February 2020 09:18 PM UTC
> From: amcadory@atgron.wed
> To: [redacted]
>
> Dear [redacted]
>
> Please find this breach notification with a request that ICANN cure the
> breach no later than 17 February 2020. A copy of the letter has been
> mailed to [redacted].
>
> Warm Regards,
> Adrienne McAdory
> President & CEO
> Atgron, Inc.
> Introducing .wed, a domain for weddings
> www.get.wed
>
> On 2018-10-24 23:24, [redacted] wrote:
> > Hi Adrienne,
> >
> > I confirm receipt of your email.
> >
> > Failure to cure the breaches may result in termination of Atgron's
> > RA.
> >
> > Sincerely,
> >
> > [redacted]
> >
> > ICANN [redacted]
> >
> > FROM: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne
> > McAdory <amcadory@atgron.wed>

> > DATE: Wednesday, October 24, 2018 at 12:56 AM
> > TO: [redacted]
> > CC: [redacted]
> > [redacted]
> > [redacted]
> > SUBJECT: Re: [Ext] [~MIL-801-19253]: ICANN Notice of Breach: Atgron,
> > Inc. (wed) - Failure to comply with RDDS requirements
> >
> > Dear [redacted]
> >
> > The breach cannot be cured.
> >
> > Warm Regards,
> >
> > Adrienne McAdory
> >
> > Atgron, Inc.
> >
> > Introducing .WED, a domain for weddings
> >
> > www.get.wed [get.wed] [47]
> >
> > On Oct 21, 2018, at 5:13 PM, [redacted]
> > wrote:
> >
> >> Hi Adrienne,
> >>
> >> I confirm receipt of your email.
> >>
> >> If you choose to cure the breach, please continue to provide any
> >> updates regarding Atgron's progress in curing the noted breaches
> >> by replying to this email and/or by emailing [redacted]
> >> Failure to cure the breaches may result in termination of Atgron's
> >> RA.
> >>
> >> Sincerely,
> >>
> >> [redacted]
> >>
> >> ICANN [redacted]
> >>
> >> FROM: Adrienne McAdory <amcadory@atgron.wed> on behalf of Adrienne
> >> McAdory <amcadory@atgron.wed>
> >> DATE: Sunday, October 21, 2018 at 5:24 PM
> >> TO: [redacted]
> >> CC: [redacted]
> >> [redacted]
> >> [redacted]
> >> [redacted]

Subject **RE: Atgron's 7 February 2020 Notice of Breach to ICANN**
From [redacted]
To Atgron <amcadory@atgron.wed>
Cc [redacted]
Date 2020-02-20 04:23

- 20 February 2020 ICANN Response to Notice of Breach.pdf (~166 KB)

Dear Ms. McAdory,

Following up on the email chain below, as well as [redacted] 18 February 2020 email, please see the attached letter.

Thank you,
[redacted]

[redacted]
[redacted]
JONES DAY® - One Firm Worldwide℠
[redacted]
[redacted]
[redacted]
Telephone: [redacted]
Email: [redacted]

From: Atgron <amcadory@atgron.wed>
Sent: Tuesday, February 18, 2020 9:42 AM
To: [redacted]
Cc: [redacted]
Subject: Re: Atgron's 7 February 2020 Notice of Breach to ICANN

Dear [redacted],

We have an active contract with ICANN and it is inappropriate for ICANN to respond via a third party. We will convey our objection to this matter via internal communications with ICANN.

Sincerely,
Adrienne McAdory
President & CEO
Atgron, Inc.
Tel: [redacted]
amcadory@atgron.wed
www.get.wed

On Feb 17, 2020, at 4:50 PM, [redacted] wrote:

Dear Ms. McAdory,

The Internet Corporation for Assigned Names and Numbers ("ICANN") is in receipt of your 7 February 2020 Notice of Breach alleging that ICANN has breached the .WED Registry Agreement with Atgron, Inc. ("Atgron"). Given the already pending arbitration between Atgron and ICANN, ICANN has referred your correspondence to me, as outside counsel. I will respond to your letter in due course.

Thanks,

[redacted] ICANN

[redacted]
[redacted]
JONES DAY® - One Firm Worldwide℠
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.

JONES DAY

[redacted]

February 20, 2020

VIA E-MAIL ONLY

Adrienne McAdory
President & CEO
Atgron, Inc.
amcadory@atgron.wed

Re: .WED Registry Agreement

Dear Ms. McAdory:

The Internet Corporation for Assigned Names and Numbers ("ICANN") is in receipt of your 7 February 2020 Notice of Breach alleging that ICANN has breached the .WED Registry Agreement with Atgron, Inc. ("Atgron"). In particular, Atgron claims that ICANN has "fail[ed] to provide access to Emergency Back-End Registry Operator ("EBERO") [redacted]" and Atgron claims that this has prevented Atgron from curing the outstanding breaches related to compliance ticket MIL-801-19253.

As an initial matter, we note that a Notice of Breach is typically served as a first step in commencing the registry agreement termination process. If Atgron wishes to terminate the .WED Registry Agreement ("RA"), ICANN is willing to proceed with termination immediately, without the need for mediation or arbitration. Moreover, Atgron remains free to terminate the Registry Agreement for any reason upon 180 calendar days notice to ICANN, *see* RA Section 4.4(b), although ICANN is willing to discuss a shorter timeline such that the parties would proceed to termination expeditiously.

In the event Atgron's Notice of Breach is not reflective of an intent to commence termination proceedings, we must refer Atgron to ICANN's correspondence of 18 February 2020. As ICANN made clear in that letter, the tasks Atgron must complete to transition out of EBERO are required by Section 2.13 of the Registry Agreement, and each task is explained further by the EBERO Temporary Transition Process per the Registry Transition Processes. ICANN further noted that, "[t]o further assist Atgron in satisfying the various outstanding requirements to exit EBERO, ICANN org is providing you with an updated, detailed list of the remaining tasks and a deadline by which to respond and complete those tasks. While ICANN org will respond to any questions you may have, it is ultimately Atgron's responsibility to complete each task by [the deadline provided therein]." This is consistent with ICANN's previous communications with Atgron, insofar as ICANN org has repeatedly advised Atgron that it is Atgron's responsibility as

the gaining registry services provider ("RSP") to take the lead in drafting the Transition Plan and proposing the manner in which the transition should take place; Atgron does not need to work with [redacted] to draft the Transition Plan. (*See* ICANN [redacted]'s Responses to Atgron on January 22, 2019; January 28, 2019; December 18, 2019; January 10, 2020; and January 31, 2020). Accordingly, ICANN does not agree with the claims set forth in Atgron's 7 February 2020 Notice of Breach.

As ICANN has previously committed, ICANN remains willing to answer questions Atgron may have, but ultimately it is Atgron's responsibility to undertake the various action items necessary to exit EBERO. Of course, if Atgron wishes to terminate the Registry Agreement immediately, ICANN is available to discuss the process at Atgron's earliest convenience.

By this letter, ICANN in no way waives or otherwise abdicates its claims set forth in ICANN's pending Request for Arbitration, but instead reserves all rights to terminate the .WED Registry Agreement based on Atgron's ongoing failure to pay its Registry-Level Fees.

Very truly yours,

[redacted]

Reconsideration Request Form

Version of 11 April 2013

ICANN's Board Governance Committee is responsible for receiving requests for reconsideration from any person or entity that has been materially affected by any ICANN staff action or inaction if such affected person or entity believes the action contradicts established ICANN policies, or by actions or inactions of the Board that such affected person or entity believes has been taken without consideration of material information. Note: This is a brief summary of the relevant Bylaws provisions. For more information about ICANN's reconsideration process, please visit http://www.icann.org/en/general/bylaws.htm#IV and http://www.icann.org/en/committees/board-governance/.

This form is provided to assist a requester in submitting a Reconsideration Request, and identifies all required information needed for a complete Reconsideration Request. This template includes terms and conditions that shall be signed prior to submission of the Reconsideration Request.

Requesters may submit all facts necessary to demonstrate why the action/inaction should be reconsidered. However, argument shall be limited to 25 pages, double-spaced and in 12 point font.

For all fields in this template calling for a narrative discussion, the text field will wrap and will not be limited.

Please submit completed form to reconsideration@icann.org.

1. Requester Information

Name: Atgron, Inc.

Address: Contact Information Redacted

Email: Contact Information Redacted

Phone Number (optional): Contact Information Redacted

(Note: ICANN will post the Requester's name on the Reconsideration Request page at http://www.icann.org/en/committees/board-governance/requests-for-reconsideration-en.htm. Requestors address, email and phone number will be removed from the posting.)

2. Request for Reconsideration of (check one only):

___ Board action/inaction

_X__ Staff action/inaction

3. Description of specific action you are seeking to have reconsidered.

We would like the Board to direct the Registry Services department to close as final the Public Comment action for the RSEP request titled .WED Registry Agreement Amendment – Introduction of Third Level Domain Sales submitted on 8 October 2013. A Public Comment period for this RSEP was opened eight months later on 4 June 2014 and closed on 31 July 2014. The Registry Services Director, Ms. Krista Papac, insists the RSEP is a request for new functionality unknown in the internet community. This is patently false as you can find detailed discussion of third level extensions used by .name in WIKIPedia, on Verisign's website and in general blog discussions on the web. This same functionality was also requested in an RSEP by .coop in 2011. The first set of public comments also support our request that our list of third-level extensions be kept confidential because the comments reference trademark registration numbers that do not exist or are inactive because it is not possible to trademark the generic terms we are requesting e.g. bebe is the generic term for baby in multiple languages and cannot be owned by a shoe company. We consider these public comments to be nothing more than an attempt to delay our progress and with regard to one requirement for additional stub zones for each new extension, an attempt to levy unnecessary overhead and cost to our proposal. The engineers at ISC, a respected DNS provider, clearly articulated to us there would be less overhead and cost involved with publishing these extensions as third-level extensions rather than stub zones. After significant back and forth, the Registry Services department's current proposed amendment to the .wed Registry Agreement has absolutely no material changes from the existing contract (there is literally one new term REGISTRY-CLASS DOMAIN NAMES introduced in the new amendment language) and yet the Registry Services Director continues to insist this is "new" language requires "transparency" and another Public Comment period which we think will again be used by our competitors and their agents to delay our progress. Either Ms. Papac is too inexperienced to have this position or she is working on behalf of our competitors who are well known by ICANN staff. Given our treatment throughout this process by the Registry Services and ICANN Customer Service departments, I think it is the latter. I have the written timestamped documentation from the GDD portal to show numerous delays for our Registry from no provision of our delegation token to the numerous start-up plans we submitted that went un-reviewed until deadlines had passed and they had to be resubmitted. We were told we were unable to count 30 days properly and to recount and resubmit the start-up plan on at least two occasions. These delays cannot be reasonably explained. In sum, there is a pattern of behavior we are requesting the Board stop forthwith so that we can conduct normal business operations.

4. Date of action/inaction:

The timeline for the review of this Registry Services Evaluation was not adhered to.

Date of Submission – October 8, 2013
1st Notice of Preliminary Review- February 14, 2014 (Document attached)
2nd Notice of Preliminary Review – March 16, 2014 (Document attached)

There is no mention in the ICANN RSEP process that mentions 2 preliminary reviews.

According to the RSEP Policy 2.4-A Preliminary Determination Period "ICANN shall have 15 calendar days to make a "preliminary determination".

As shown above, that timeline was not adhered to. In addition, a period of public comment was not opened until June 2014. Per a discussion between ICANN representative Mr. Han Chuan Lee, who handled the RSEP, and Atgron, Inc. President & CEO Adrienne McAdory at ICANN 49 Singapore on 26 March 2014 after the TLD Registry - Ongoing Operations meeting which occurred from 10:30-noon, the amendment to the contract for the RSEP in question was about to be posted and there should be no problem with the fact that Atgron was already selling third level extensions based upon the preliminary review approval letter already provided by ICANN. An ICANN compliance notice in July 2014 subsequently forced the Registry to re-register all third level extensions sold to Registrants as new second level extensions.

Additionally, information that was marked "CONFIDENTIAL" in the RSEP document was posted for the public comments when RSEP Policy 2.4-B states: "Information provided by Registry Operator and marked "CONFIDENTIAL" shall be treated as "CONFIDENTIAL". The list of third level extension that was provided was marked confidential, yet was published for the public comment.

5. On what date did you became aware of the action or that action would not be taken?

On 9 January 11, 2015, Ms. Papac indicated in case 00153182 in the GDD portal we would have to agree to the second Public Comment period or withdraw our RSEP application by 23 January 2015.

6. Describe how you believe you are materially affected by the action or inaction:

The requirement for a second Public Comment period will delay our ability to offer third-level extensions.

7. Describe how others may be adversely affected by the action or inaction, if you believe that this is a concern.

Registrants will be negatively impacted by the inability to buy third-level extensions, which have a lower price point than our second-level extensions potentially pricing out customers in developing countries who would like to use

the .wed TLD.

8. Detail of Board or Staff Action – Required Information

Staff Action: If your request is in regards to a staff action or inaction, please provide a detailed explanation of the facts as you understand they were provided to staff prior to the action/inaction presented to the staff and the reasons why the staff's action or inaction was inconsistent with established ICANN policy(ies). Please identify the policy(ies) with which the action/inaction was inconsistent. The policies that are eligible to serve as the basis for a Request for Reconsideration are those that are approved by the ICANN Board (after input from the community) that impact the community in some way. When reviewing staff action, the outcomes of prior Requests for Reconsideration challenging the same or substantially similar action/inaction as inconsistent with established ICANN policy(ies) shall be of precedential value.

ICANN policy on RSEP clearly states in 2.4 that: "ICANN shall have 15 calendar days to make a "preliminary determination" whether a Registry Service requires further consideration by ICANN by ICANN because it reasonably determines such Registry Service: (i) could raise significant Security or Stability issues or (ii) could raise significant competition issues". Both preliminary reviews of the .wed RSEP indicated there were no such concerns in those areas.

Currently there are TLD's selling third level domains without issue and the same protocol should be followed so that Atgron, Inc. can sell third level extensions.

The Amendment that was posted in the GDD Portal on November 25, 2014 is again redundant because the only change in this document and the original Registry Agreement is the addition of the term: REGISTRY-CLASS DOMAIN NAMES: "Refers to a top-level domain (TLD) or any other domain name at any level in the DNS tree for which a registry…."

However, in the correspondence we received, Ms. Papac asserts: "Per section 2.4.D. of the RSEP, ICANN's Preliminary Determination is that implementation of your RSEP request requires a material change to your Registry Agreement (RA) (i.e.,a RA Amendment)".

We hope the Board will concur that the addition of the term "Registry-Class Domain Names" as posted in the current proposed .wed TLD Registry Agreement amendment for this RSEP is not a material change and does not warrant another Public Comment period.

Board action: If your request is in regards to a Board action or inaction, please provide a detailed explanation of the material information not considered by the Board. If that information was not presented to the Board, provide the reasons why you did not submit the material information to the Board before it acted or

failed to act. "Material information" means facts that are material to the decision.

If your request is in regards to a Board action or inaction that you believe is based upon inaccurate, false, or misleading materials presented to the Board and those materials formed the basis for the Board action or inaction being challenged, provide a detailed explanation as to whether an opportunity existed to correct the material considered by the Board. If there was an opportunity to do so, provide the reasons that you did not provide submit corrections to the Board before it acted or failed to act.

Reconsideration requests are not meant for those who believe that the Board made the wrong decision when considering the information available. There has to be identification of material information that was in existence of the time of the decision and that was not considered by the Board in order to state a reconsideration request. Similarly, new information – information that was not yet in existence at the time of the Board decision – is also not a proper ground for reconsideration. Please keep this guidance in mind when submitting requests.

Provide the Required Detailed Explanation here:

(You may attach additional sheets as necessary.)

9. What are you asking ICANN to do now?

(Describe the specific steps you are asking ICANN to take. For example, should the action be reversed, cancelled or modified? If modified, how should it be modified?)

We are asking ICANN to approve the request to amend the Atgron, Inc./ICANN Registry agreement to allow for the sale of third level domain names in accordance with the already accepted practice and terms of existing agreements.

10. Please state specifically the grounds under which you have the standing and the right to assert this Request for Reconsideration, and the grounds or justifications that support your request.

(Include in this discussion how the action or inaction complained of has resulted in material harm and adverse impact. To demonstrate material harm and adverse impact, the requester must be able to demonstrate well-known requirements: there must be a loss or injury suffered (financial or non-financial) that is a directly and causally connected to the Board or staff action or inaction that is the basis of the Request for Reconsideration. The requestor must be able to set out the loss or injury and the direct nature of that harm in specific and particular details. The relief requested from the BGC must be capable of reversing the harm alleged by the requester. Injury or harm caused by third parties as a result of acting in line with the Board's decision is not a sufficient ground for reconsideration. Similarly, injury or harm that is only of a sufficient magnitude because it was exacerbated by the actions of a third party is also not

a sufficient ground for reconsideration.)

We make this request as a party to the signed .wed TLD Registry Agreement between ICANN and Atgron, Inc. which remains in force until Oct 1, 2023.

The harm is twofold:

Financially, we paid staff members to collect common last names in the US, India and China and the three digit month extensions e.g. Jan, Ene etc. in 18 languages. Our competitors now have easy access to that data in advance and we will be very surprised if there are not multiple requests from others to sell third level extensions using exactly the same data we provided. Rather than having to mine the data, it was provided to them in an easily accessible format.

There is also financial harm to Registrants in developing countries because third level extensions will be priced at a lower price point to allow Registrants in poorer countries to use the .wed TLD if they so desire.

11. Are you bringing this Reconsideration Request on behalf of multiple persons or entities? (Check one)

____ Yes

_X___ No

11a. If yes, Is the causal connection between the circumstances of the Reconsideration Request and the harm the same for all of the complaining parties? Explain.

Do you have any documents you want to provide to ICANN?

If you do, please attach those documents to the email forwarding this request. Note that all documents provided, including this Request, will be publicly posted at http://www.icann.org/en/committees/board-governance/requests-for-reconsideration-en.htm.

Terms and Conditions for Submission of Reconsideration Requests

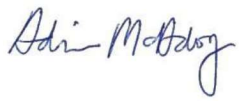
The Board Governance Committee has the ability to consolidate the consideration of Reconsideration Requests if the issues stated within are sufficiently similar.

The Board Governance Committee may dismiss Reconsideration Requests that are querulous or vexatious.

Hearings are not required in the Reconsideration Process, however Requestors may request a hearing. The BGC retains the absolute discretion to determine whether a hearing is appropriate, and to call people before it for a hearing.

The BGC may take a decision on reconsideration of requests relating to staff action/inaction without reference to the full ICANN Board. Whether recommendations will issue to the ICANN Board is within the discretion of the BGC.

The ICANN Board of Director's decision on the BGC's reconsideration recommendation is final and not subject to a reconsideration request.



January 11, 2015

Signature

Date

Attachments

Re: Proposal #2013007, Third Level Domain Sales (.WED)

From: Han Chuan Lee Contact Information Redacted >
To: Contact Information Redacted >

Priority: Normal
Date 14/02/14 10:09 AM

Adrienne McAdory
Atgron, Inc. (.WED)
Contact Information Redacted

Dear Adrienne,

ICANN has conducted a preliminary review of Atgron's request for "Third Level Domain Sales" for .WED, in accordance with the Registry Services Evaluation Policy and process set forth at http://www.icann.org/registries/rsep/rsep.html.

Based on the information provided, ICANN's preliminary review did not identify any significant competition, security or stability issues.

As noted in the proposal, implementation requires a modification to the .WED Registry Agreement signed 1 October 2013. We will get back to you as soon as possible with details on the process for consideration of the proposed amendment and with any comments we might have on the text of the proposed amendment.

Please let us know if you have any questions.

Best regards,
Han Chuan, Lee
Registry Services Senior Manager
Internet Corporation for Assigned Names and Numbers (ICANN)
Direct: Contact Information Redacted

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The Internet Corporation for Assigned Names and Numbers

16 March 2014

Re: Third Level Domain Sales RSEP Request

Dear Adrienne McAdory,

ICANN has conducted a preliminary review of Atgron, Inc.'s request to offer third level domain sales in accordance with the Registry Services Evaluation Policy and process provided at: https://new.icann.org/resources/pages/policy-bd-2012-02-25-en.

Based on the information provided, ICANN's preliminary review did not identify any significant competition or security and stability issues. The implementation of your proposal has the potential to substantially affect third parties and would require an amendment to the .WED Registry Agreement between Atgron, Inc. and ICANN (dated 01 October 2013). As a result, ICANN will post the amendment for public comment. ICANN looks forward to working with you on the proposed amendment that will be posted for public comment, and provides the attached amendment language to help facilitate discussions.

If you have any questions, please respond back to this case via the case comment feature. If not, we will move forward with the posting of your amendment shortly.

Regards,
Registry Services Team

DETERMINATION
OF THE BOARD GOVERNANCE COMMITTEE (BGC)
RECONSIDERATION REQUEST 15-1

19 MARCH 2015

The Requester, Atgron, Inc, seeks reconsideration of ICANN staff's actions in processing the Requester's request, submitted in accordance with ICANN's Registry Services Evaluation Policy (the "RSEP"), to modify the registry services that the Requester provides pursuant to its registry agreement for the .WED gTLD (the "Registry Agreement").

I. Brief Summary.

The Requester is the registry operator for .WED. Pursuant to the RSEP, a registry operator must make a written request to ICANN if the operator wants to add to or modify the registry services that the operator currently provides. On 8 October 2013, the Requester submitted an RSEP request that, if approved, would allow the Requester to offer third-level domain name registrations in .WED (the "RSEP Request"). As part of its RSEP Request, the Requester submitted a list of approximately 11,000 second-level domain names for which it would offer third-level domain registrations.

Pursuant to the RSEP process, upon receipt of the RSEP Request, ICANN staff conducted and completed an administrative completeness check and a preliminary review for significant security, stability, or competition issues. ICANN staff informed the Requester that while the RSEP Request raised no significant security, stability, or competition issues, implementation of the request would require a material change to the Requester's Registry Agreement. ICANN staff also informed the Requester that because the amendment to the

Registry Agreement had the potential to substantially affect third parties, it would require a public comment period to obtain community input.

The public comment period on the proposed amendment to the Requester's Registry Agreement was open from 6 June 2014 through 9 July 2014 ("First Public Comment Period"). The public comments received identified concerns regarding the proposed new registry service, including, among other things, the circumvention of intellectual property protections embedded within the New gTLD Program (such as the Sunrise Period, the Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System), a potential lack of adequate rights protection mechanisms at the third level, and minimal consultation with registrars and other constituents that may be affected by the proposed registry service. Based on the nature of the comments received, ICANN staff concluded that material revisions to the proposed amendment to the Registry Agreement were necessary to address those concerns. Accordingly, ICANN staff sent the Requester a revised proposed amendment to the Registry Agreement ("Revised Amendment").

ICANN staff also informed the Requester that because the Revised Amendment was materially different from the initial proposed amendment, an additional public comment period was necessary to receive public input on the Revised Amendment. The Requester objected to a public comment period for the Revised Amendment. ICANN staff informed the Requester that a public comment period for the Revised Amendment would be required if the Requester wished to proceed with its RSEP Request. Consequently, the Requester filed this Reconsideration Request, challenging ICANN staff's decision to require a public comment period for the Revised Amendment, and more generally expressing disagreement with the manner in which ICANN staff responded to its RSEP Request.

The Requester does not demonstrate any misapplication of any policy or procedure by ICANN staff, which responded to the RSEP Request in accordance with the RSEP and related established processes and procedures. The Requester's substantive disagreement with ICANN staff's determination that the Revised Amendment should be subject to public comment is not a basis for reconsideration. Since the Requester has failed to demonstrate that ICANN staff acted in contravention of any established policy or procedure in responding to the RSEP Request, the BGC concludes that Request 15-1 be denied.

II. Facts.

A. Background Facts.

The Requester is the registry operator for the .WED gTLD. Pursuant to the RSEP, a registry operator must make a written request to ICANN if it wants to add to or modify the registry services it provides.[1] On 8 October 2013, the Requester submitted an RSEP request that, if approved, would allow the Requester to offer third-level domain name registrations in .WED.[2] As part of its request, the Requester submitted a list of approximately 11,000 second-level domain names for which it proposed to offer third-level domain registrations (the "Second-Level List").

The RSEP and the related RSEP workflow process ("Workflow") call for ICANN staff to first conduct an administrative completeness check, which is then followed by a preliminary review of each RSEP request.[3] In accordance with the RSEP process, on 5 February 2014, ICANN staff completed its administrative completeness check of the RSEP Request.

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[1] *See* RSEP §§ 1, 2.4, *available at* https://www.icann.org/resources/pages/policy-bd-2012-02-25-en.

[2] *See* https://www.icann.org/en/system/files/files/atgron-wed-request-08oct13-en.pdf.

[3] *See* RSEP §§ 2.3-2.4; *see also* RSEP Workflow, *available at* https://www.icann.org/resources/pages/workflow-2012-02-25-en. On 11 March 2015, an updated version of the RSEP Workflow was posted online. The updated version does not constitute a substantive change, but rather clarifies the existing workflow process, which has been established since the RSEP was adopted in 2006. The prior version of the RSEP Workflow is available at

On 14 February 2014, ICANN staff informed the Requester that ICANN had completed its preliminary review of the RSEP Request, and that ICANN had determined that the RSEP Request presented no significant competition, security, or stability issues. ICANN staff also informed the Requester that implementation of the request would require a material change to the Requester's Registry Agreement.[4]

On 16 May 2014, ICANN staff provided the Requester with a draft proposed amendment.[5] ICANN also informed the Requester that because the amendment had the potential to substantially affect third parties, the amendment would be posted for public comment.[6] On 23 May 2014, ICANN staff informed the Requester that the Second-Level List would be posted online for public comment. The Requester made no written objection, and orally confirmed to ICANN staff that the Second-Level List could be posted publicly. On 4 June 2014, ICANN again communicated with the Requester, reiterating that, pursuant to the RSEP, the RSEP Request would require an amendment to the Requester's Registry Agreement. ICANN also again indicated that it would publish the proposed amendment, together with the Second-Level List, for a public comment period.

The First Public Comment Period on the proposed amendment was open from 6 June 2014 through 31 July 2014.[7] Both the proposed amendment and the Second-Level List were publicly posted. ICANN received three comments, including one from the ICANN Business

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https://www.icann.org/sites/default/files/unmanaged/en/registries/rsep/registry-process-flowchart-small-04aug09-en.png.

[4] *See id*.

[5] Although the letter is erroneously dated 16 March 2014, it was in fact transmitted on 16 May 2014, as is reflected on ICANN's website. *See* https://www.icann.org/resources/pages/rsep-2014-02-19-en.

[6] *Id*.

[7] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en. This time period includes both the initial comments period, and the reply period.

Constituency and one from the Intellectual Property Constituency.[8] Among other things, the comments expressed concerns regarding the circumvention of intellectual property protections embedded within the New gTLD Program (such as the Sunrise Period, the Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System), a potential lack of adequate rights protection mechanisms at the third level, and minimal consultation with registrars and other constituents that may be affected by the Requester's proposed new registry service.[9] The Requester had the opportunity to respond to the concerns that were raised during the First Comment Period, but did not do so.[10]

On 1 October 2014, ICANN staff sent the Requester a draft of a revised amendment to the Requester's Registry Agreement, which addressed the concerns raised during the First Public Comment Period. On 3 October 2014, in accordance with the public comment process, ICANN staff published a report of the public comments.[11] The report concluded that "[b]ased on the nature of the comments received, ICANN w[ould] propose changes to the current draft amendment to address the public comments that were received. As the revised amendment is anticipated to be a material change to the previously posted amendment, an additional comment period may be conducted to obtain additional community input and for transparency."[12] At that time, ICANN staff notified the Requester that the Revised Amendment would be posted for public comment.

On 23 October 2014, the Requester provided feedback on and requested further edits to the Revised Amendment proposed by ICANN staff. On 25 November 2014, ICANN staff sent

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[8] *See* Report of Public Comments, *available at* https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf.
[9] *Id*. at Pgs. 2-3.
[10] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en; Report of Public Comments.
[11] Report of Public Comments.
[12] *Id*. at Pg. 1.

the Requester a new version of the Revised Amendment, reflecting the Requester's feedback. On 2 December 2014, the Requester objected to a public comment period for the Revised Amendment. On 9 January 2015, ICANN staff informed the Requester that a public comment period would be required if the Requester wished to proceed with its RSEP Request. ICANN staff asked the Requester to let ICANN know by 23 January 2015 whether it intended to proceed with its RSEP Request.

On 15 January 2015, the Requester filed the instant Reconsideration Request, seeking reconsideration of ICANN staff's decision to require a public comment period for the Revised Amendment, and more generally expressing disagreement with ICANN staff's handling of its RSEP Request.

B. Relief Requested.

The Requester asks that its Registry Agreement be amended so that it be permitted to offer third-level domain name registrations in .WED.[13] The Requester asks that ICANN allow the amendment without requiring a further public comment period.

III. Issues.

In view of the claims set forth in the Request, the issues for reconsideration are whether the ICANN staff violated established policy or procedure by:

1. Taking over 15 days to make a preliminary determination regarding the RSEP Request;[14]
2. Performing two preliminary reviews of the RSEP Request; [15]
3. Publishing the Requester's Second-Level List; [16] and

[13] Request, § 9, Pg. 5; *Id*., § 3, Pg. 2.
[14] Request, § 4, Pg. 3.
[15] *Id*.
[16] *Id*.

4. Determining that the Revised Amendment required an additional public comment period. [17]

IV. The Relevant Standards for Evaluating Reconsideration Requests and the RSEP.

ICANN's Bylaws provide for reconsideration of a Board or staff action or inaction in accordance with specified criteria.[18] Dismissal of a request for reconsideration of staff action or inaction is appropriate if the BGC concludes, and the Board or the NGPC[19] agrees to the extent that the BGC deems that further consideration by the Board or NGPC is necessary, that the requesting party does not have standing because the party failed to satisfy the reconsideration criteria set forth in the Bylaws.

The RSEP sets out the procedure by which registry operators may seek to introduce new registry services and/or modify existing registry services.[20] Pursuant to the RSEP, a registry operator must make a written request to ICANN if it wants to add to or modify the registry services the operator provides.[21] Upon receipt of that request, ICANN staff conducts an administrative completeness check to verify that the registry operator has provided ICANN with all of the necessary information to allow a thorough review and analysis of the RSEP request.[22] Within 15 days of completing the administrative review, ICANN staff conducts a preliminary substantive review of the request, to determine whether the request raises any significant

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[17] *Id*., § 3, Pg. 2; *Id*., § 8, Pg. 4.

[18] Bylaws, Art. IV, § 2. Article IV, § 2.2 of ICANN's Bylaws states in relevant part that any entity may submit a request for reconsideration or review of an ICANN action or inaction to the extent that it has been adversely affected by:

> (a) one or more staff actions or inactions that contradict established ICANN policy(ies); or
> (b) one or more actions or inactions of the ICANN Board that have been taken or refused to be taken without consideration of material information, except where the party submitting the request could have submitted, but did not submit, the information for the Board's consideration at the time of action or refusal to act; or
> (c) one or more actions or inactions of the ICANN Board that are taken as a result of the Board's reliance on false or inaccurate material information.

[19] New gTLD Program Committee.

[20] *See* RSEP, *available at* https://www.icann.org/resources/pages/policy-bd-2012-02-25-en.

[21] *Id*., § 2.4, *available at* https://www.icann.org/resources/pages/policy-bd-2012-02-25-en

[22] *See* RSEP Workflow.

competition, security, or stability issues.[23]

Pursuant to the RSEP and the RSEP Workflow, if ICANN staff determines that the request raises no significant competition, security, or stability issues, the RSEP request is approved.[24] If the RSEP request is approved, ICANN staff must then determine whether implementation of the request requires a material change to the registry's Registry Agreement.[25] If ICANN staff determines that an amendment to the Registry Agreement is required, ICANN staff works with the registry operator to draft a proposed amendment.[26] ICANN staff then determines whether the proposed amendment requires public comment.[27] The RSEP Workflow specifically notes that public comment may be required where a proposed amendment would set a new precedent or have a substantial effect on ICANN or on third parties.[28] Whether or not the proposed amendment undergoes public comment, it is ultimately forwarded to the Executive Team[29] or to the ICANN Board for final approval.[30]

V. Analysis and Rationale.

The Requester seeks reconsideration of ICANN staff's actions in processing its RSEP Request. However, the Requester demonstrates no basis for reconsideration.

1. ICANN Timely Completed its Preliminary Review of the RSEP Request.

The Requester claims that ICANN did not timely complete its preliminary review of the RSEP Request.[31] As an initial matter, the BGC notes that ICANN staff completed its

[23] RSEP, § 2.4.A; *see also* RSEP Workflow.
[24] RSEP, § 2.4.D; *see also* RSEP Workflow.
[25] RSEP, § 2.4.D; *see also* RSEP Workflow.
[26] RSEP, § 2.4.D; *see also* RSEP Workflow.
[27] *See* RSEP Workflow.
[28] *See* RSEP Workflow.
[29] The President of the Global Domains Division has signing authority for amendments forwarded to the Executive Team.
[30] RSEP, § 2.4.D; *see also* RSEP Workflow.
[31] Request, § 4, Pg. 3.

preliminary review on 14 February 2014, almost a year ago. The Bylaws require that reconsideration requests must be submitted within 15 days of ICANN staff's action or inaction.[32] As such, this claim is time-barred.

In any event, the Requester's claim is unsupported. The RSEP Workflow calls for two separate staff reviews of an RSEP request: first an administrative completeness check, and then a preliminary review, which follows the administrative completeness check.[33] During the administrative completeness check, ICANN staff confirms that it has all the information necessary to allow a thorough review and analysis of the RSEP request. Only if the RSEP request passes the administrative completeness check will the RSEP request proceed to the preliminary review phase. During the preliminary review, ICANN staff assesses whether the request raises any significant competition, security, or stability issues, and if it does not, whether the proposed new or modified registry service, if approved, requires any amendment(s) to the applicable Registry Agreement.[34]

Pursuant to the RSEP process, ICANN must conduct its preliminary review of an RSEP request within 15 days of completing its administrative completeness check.[35] Here, the Requester submitted its RSEP Request on 13 October 2013. ICANN staff completed its administrative completeness check of the RSEP Request on 5 February 2014. The extended period required to complete the administrative completeness check was due in part to the Requester repeatedly revising its Second-Level List. ICANN staff completed its preliminary review of the RSEP Request on 14 February 2014, less than 10 days after the completion of the

[32] Bylaws, Art. IV, § 2.5.
[33] *See* RSEP Workflow.
[34] RSEP § 2.4(A); RSEP Workflow.
[35] RSEP § 2.4(A).

administrative completeness check. As such, the Requester has not demonstrated a basis for reconsideration with respect to the timeliness of the preliminary review of its RSEP Request.

2. **ICANN Staff Did Not Perform Two Preliminary Reviews of the RSEP Request.**

Citing two letters that it received from ICANN staff—one dated 14 February 2014, and a second transmitted on 16 May 2014[36]—the Requester claims that ICANN staff improperly conducted two preliminary reviews of the RSEP Request. As a preliminary matter, the BGC notes that insofar as the Requester's claim is based on actions taken almost eight months ago, it is time-barred.[37] In any event, the Requester's claims are unsupported. ICANN staff conducted only one preliminary review, which was completed on 14 February 2014. During that review, ICANN staff "did not identify any significant competition, security or stability issues," but determined that the RSEP Request did "require[] a modification to the .WED Registry Agreement . . . ."[38] ICANN staff subsequently corresponded with the Requester regarding the proposed amendment. Contrary to the Requester's position, the 16 May 2014 letter does not establish that ICANN undertook a second preliminary review. Instead, the 16 May 2014 letter merely reiterated the findings of the preliminary review, stating, again, that:

> ICANN's preliminary review did not identify any significant competition or security and stability issues. The implementation of your proposal has the potential to substantially affect third parties and would require an amendment to the .WED Registry Agreement between Atgron, Inc. and ICANN (dated 01 October 2013). As a result, ICANN will post the amendment for public comment. ICANN looks forward to working with you on the proposed amendment that will be posted for public comment, and provides the attached amendment language to help facilitate discussions.[39]

[36] Again, although this letter is erroneously dated 16 March 2014, it was in fact transmitted on 16 May 2014.
[37] Bylaws, Art. IV, § 2.5.
[38] Request, Attachment 1.
[39] *Id*., Attachment 2.

The purpose of the letter was to forward the proposed amendment to the Requester, and to inform the Requester that the proposed amendment would be made available for public comment. It did not constitute a "second" preliminary review, as claimed by the Requester. The Requester therefore has not demonstrated a basis for reconsideration with respect to the preliminary review of its RSEP Request.

3. ICANN Staff Did Not Improperly Reveal Any of Requester's Information.

The Requester claims that, in violation of the RSEP, ICANN staff revealed the Requester's "confidential" information, specifically the Requester's Second-Level List.[40] As a preliminary matter, the Second-Level List was publicly posted over seven months ago, on 4 June 2014, when the public comment period on the proposed amendment to the Requester's Registry Agreement opened. As such, the Requester's claim is time-barred.[41]

In any event, the Requester's claim is unsupported. The RSEP provides that "[i]nformation provided by [a] Registry Operator and marked 'CONFIDENTIAL' shall be treated as confidential by ICANN."[42] However, the RSEP further provides that a registry operator "will not designate 'CONFIDENTIAL' information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS."[43]

The Requester's RSEP Request indicated that the Second-Level List was confidential. However, the Requester did not object when ICANN staff repeatedly informed it that the list would be published.[44] Here, publishing the Second-Level List was necessary to fully describe

[40] Request, § 4, Pg. 3.
[41] Bylaws, Art. IV, § 2.5.
[42] RSEP, § 2.4.B.
[43] *Id*.
[44] The BGC further notes that it is informed by Staff that oral confirmation was received for the publication of the list. Moreover, the BGC notes that although the Second-Level List was published over six months ago, the Requester did not object to the list's publication until filing the instant Reconsideration Request.

the Requester's proposed new registry service and its potential effect on third parties, and to allow for meaningful public comment on the proposed amendment to the Requester's Registry Agreement. Without the list, the public would not have been able to determine whether the domain names the Request proposed to offer for sale potentially raised intellectual property concerns. And in fact, during the public comment period, several comments specifically identified potentially problematic names that appeared on the list, including BEBE and FOREVER, which are trademarked in the United States.[45]

Because the Second-Level List was "necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS,"[46] ICANN staff acted in accordance with the RSEP in publishing the list for public comment along with the first proposed amendment, and the Requester has not demonstrated a basis for reconsideration with respect to that publication.

4. **ICANN's Determination that the Revised Amendment was Subject to Public Comment Does Not Contravene Any Established Policy or Procedure.**

The Requester argues that ICANN staff improperly determined that the Revised Amendment should be made available for public comment.[47] The Requester does not dispute that the implementation of its RSEP Request required a material change to its Registry Agreement, or that the amendment first proposed was properly subject to public comment. The Requester instead takes issue with ICANN staff's determination that the Revised Amendment, drafted in response to the public comments received on the first proposed amendment, should also be published for public comment. In the Requester's view, no public comment period

[45] *See* Report of Public Comments, Pg. 2, *available at* https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf.
[46] RSEP, § 2.4.B.
[47] Request, § 3, Pg. 2; *Id*., § 8, Pg. 4.

should be held because the Revised Amendment is not "materially" different from the first proposed amendment.[48]

Pursuant to the RSEP Workflow, if ICANN staff determines that an RSEP Request raises no significant competition, security, or stability issues, it approves the request.[49] Once a request is approved, it is ICANN staff's responsibility to determine whether the implementation of the request requires a material change to the registry's Registry Agreement.[50] If an amendment is required, ICANN staff works with the registry operator to draft a proposed amendment.[51] ICANN staff then determines whether the proposed amendment requires public comment.[52] The RSEP Workflow specifically notes that public comment may be required where a proposed amendment would set a new precedent or have a substantial effect on ICANN or third parties, or on the DNS.[53] The proposed amendment, along with the report of public comments (if applicable), is ultimately forwarded to the Executive Team or to the ICANN Board for final approval.[54]

ICANN staff followed that procedure in this case. After determining that the implementation of the RSEP Request required a material change to the Requester's Registry Agreement , ICANN staff drafted a proposed amendment. ICANN staff determined that the proposed amendment had the potential to affect third parties and would therefore require public

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[48] *Id*. The Requester also claims that the Revised Amendment is not "materially" different from its existing Registry Agreement. *Id*., § 3, Pg. 2. Insofar as the Requester is arguing that ICANN staff violated established policy or procedure in determining that the RSEP Request required an amendment to the Requester's Registry Agreement, section 2.1 of that agreement explicitly provides that "[i]n its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP." *See* .WED Registry Agreement, § 2.1., *available at* https://www.icann.org/sites/default/files/tlds/wed/wed-agmt-pdf-01oct13-en.pdf.

[49] *See* RSEP Workflow.

[50] RSEP § 2.4.D; *see also* RSEP Workflow.

[51] *See* RSEP Workflow.

[52] *See id*.

[53] *See* RSEP Workflow.

[54] *Id*.

comment.[55] As such, once the Requester had an opportunity to provide feedback on the proposed amendment, the proposed amendment was posted for public comment.[56] When the public comments on the proposed amendment raised substantive concerns, including concerns regarding intellectual property protections, ICANN staff worked with the Requester to revise the proposed amendment to address those concerns. Finally, ICANN staff determined that the because the Revised Amendment was materially different than the original proposed amendment, an additional public comment period was necessary to receive public input on the Revised Amendment.[57]

The Requester points to no policy or procedure stating that revisions to proposed amendments are not themselves subject to public comment—such a rule would defeat the purpose of making a proposed amendment available for comment in the first place. Such a rule also would defeat ICANN's intent to make its processing of RSEP requests a transparent process and ensure that the community has an opportunity to comment on registry agreement amendments that could affect ICANN, third parties, or the DNS. The Requester's view that the Revised Amendment is not "materially" different from the initial proposed amendment (or its current agreement) represents substantive disagreement with the determination of ICANN staff, which is not a basis for reconsideration.

VI. Determination.

Based on the foregoing, the BGC concludes that the Requester has not stated proper grounds for reconsideration, and therefore denies Request 15-1. As there is no indication that ICANN staff violated any ICANN policy or procedure with respect to its response to the RSEP

[55] *See* RSEP Workflow.
[56] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en.
[57] *See id*.

Request, Request 15-1 should not proceed. If the Requester believes that it has somehow been treated unfairly in the process, the Requester is free to ask the Ombudsman to review this matter.

The Bylaws provide that the BGC is authorized to make a final determination for all Reconsideration Requests brought regarding staff action or inaction and that no Board (or NGPC) consideration is required.[58] As discussed above, Request 15-1 seeks reconsideration of a staff action or inaction. As such, after consideration of this Request, the BGC concludes that this determination is final and that no further consideration by the Board is warranted.

In terms of the timing of the BGC's determination, it notes that Section 2.16 of Article IV of the Bylaws provides that the BGC shall make a final determination or recommendation with respect to a Reconsideration Request within thirty days, unless impractical.[59] To satisfy the thirty-day deadline, the BGC would have to have acted by 15 February 2015. The BGC first considered this Request on 5 February 2015. After discussion, the BGC requested further details and clarification regarding the Registry Agreement change review process addressed in Request 15-1, and continued its discussion regarding Request 15-1 to the next BGC meeting. The first practical opportunity for the BGC to complete its review of this Request was on 19 March 2015.

[58] Bylaws, Art. IV, § 2.15.
[59] *Id*., Art. IV, § 2.16.

Reconsideration Request Form

Version of 11 April 2013

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This form is provided to assist a requester in submitting a Reconsideration Request, and identifies all required information needed for a complete Reconsideration Request. This template includes terms and conditions that shall be signed prior to submission of the Reconsideration Request.

Requesters may submit all facts necessary to demonstrate why the action/inaction should be reconsidered. However, argument shall be limited to 25 pages, double-spaced and in 12 point font.

For all fields in this template calling for a narrative discussion, the text field will wrap and will not be limited.

Please submit completed form to reconsideration@icann.org.

1. Requester Information

Name: Atgron, Inc.

Address: Contact Information Redacted

Email: Contact Information Redacted

Phone Number (optional):

(Note: ICANN will post the Requester's name on the Reconsideration Request page at http://www.icann.org/en/committees/board-governance/requests-for-reconsideration-en.htm. Requestors address, email and phone number will be removed from the posting.)

2. Request for Reconsideration of (check one only):

___ Board action/inaction

_X__ Staff action/inaction

3. Description of specific action you are seeking to have reconsidered.

After review of the RSEP policy and Implementation Notes, it has come to our attention that a period of Public Comment is not one of the allowed avenues for review of an RSEP. Specifically Section 2.4.D refers to Implementation Steps resulting from a preliminary determination that does not identify any significant competition or security and stability issues as was provided to Atgron Inc on February 14, 2014. Per the Implementation Notes 3-5, the only avenue for review are detailed below and Public Comment is not listed as one of the 5 specific options. A second period of Public Comment is being required by the ICANN staff and Atgron would like that requirement removed based upon the published RSEP policy. It has come to our attention that a new RSEP Workflow was released on 11 March 2015 (https://www.icann.org/resources/pages/workflow-2012-02-25-en) . This new workflow includes a Public Comment option that is not supported by the published RSEP policy below.

RSEP Policy (Source: https://www.icann.org/resources/pages/registries/rsep/policy-en)

2.4 Preliminary Determination Period

Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

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

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

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

For Security or Stability implications, ICANN may draw an expert from the Registry Services Technical Evaluation Panel described in 2.4(F) below.

D. If ICANN determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service, does not raise significant Security or Stability (as defined in Sections 1.3 and 1.4), or competition issues, Registry Operator shall be free to deploy it upon such a determination.

If the implementation of a proposed service requires a material change to a Registry Agreement, the preliminary determination will be referred to the ICANN Board (See Implementation Note Step 3-5).

Implementation Notes: (Source: https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en)

Step 3

By the end of 15 calendar days, ICANN will notify the requesting registry operator of a preliminary determination on the proposed new registry service. Depending on timing, two to five consultation days are available at the end of the 15-day preliminary determination period for notification and discussion with the registry operators.

Step 4

The preliminary determination will result in either 1) approval of the request, 2) referral of the request to the Technical Evaluation Panel, 3) referral of the request to the applicable government competition authority, 4) referral to both the Technical Evaluation Panel and applicable government competition authority, 5) referral to the ICANN Board, or 6) withdrawal of the request by the registry operator or registry sponsoring organization.

Step 5

If a determination has been made to send the proposed service to a government competition authority or to the Technical Evaluation Panel, the registry operator or registry sponsoring organization must either confirm that it intends to move forward with the review process or withdraw its proposed new registry service application.

If no competition or security and stability concerns have been identified by ICANN, the requesting registry operator or registry sponsoring organization may

deploy requested service and inform ICANN of its implementation plans. Notice of the approved new registry service will then be published on the ICANN website. If the implementation of the proposed new registry service requires a material change to a Registry Agreement, the preliminary determination will be referred to the ICANN Board for consideration.

4. Date of action/inaction:

June 2014 Public Comment period for Atgron RSEP for third level sales.

5. On what date did you became aware of the action or that action would not be taken?

On 9 January 11, 2015, Ms. Papac indicated in case 00153182 in the GDD portal we would have to agree to the second Public Comment period or withdraw our RSEP application by 23 January 2015.

6. Describe how you believe you are materially affected by the action or inaction:

The requirement for a second Public Comment period will delay our ability to offer third-level extensions.

7. Describe how others may be adversely affected by the action or inaction, if you believe that this is a concern.

Registrants will be negatively impacted by the inability to buy third-level extensions, which have a lower price point than our second-level extensions potentially pricing out customers in developing countries who would like to use the .wed TLD.

8. <u>Detail of Board or Staff Action – Required Information</u>

Staff Action: If your request is in regards to a staff action or inaction, please provide a detailed explanation of the facts as you understand they were provided to staff prior to the action/inaction presented to the staff and the reasons why the staff's action or inaction was inconsistent with established ICANN policy(ies). Please identify the policy(ies) with which the action/inaction was inconsistent. The policies that are eligible to serve as the basis for a Request for Reconsideration are those that are approved by the ICANN Board (after input from the community) that impact the community in some way. When reviewing staff action, the outcomes of prior Requests for Reconsideration challenging the same or substantially similar action/inaction as inconsistent with established ICANN policy(ies) shall be of precedential value.

See RSEP Policy above.

Board action: If your request is in regards to a Board action or inaction, please

provide a detailed explanation of the material information not considered by the Board. If that information was not presented to the Board, provide the reasons why you did not submit the material information to the Board before it acted or failed to act. "Material information" means facts that are material to the decision.

If your request is in regards to a Board action or inaction that you believe is based upon inaccurate, false, or misleading materials presented to the Board and those materials formed the basis for the Board action or inaction being challenged, provide a detailed explanation as to whether an opportunity existed to correct the material considered by the Board. If there was an opportunity to do so, provide the reasons that you did not provide submit corrections to the Board before it acted or failed to act.

Reconsideration requests are not meant for those who believe that the Board made the wrong decision when considering the information available. There has to be identification of material information that was in existence of the time of the decision and that was not considered by the Board in order to state a reconsideration request. Similarly, new information – information that was not yet in existence at the time of the Board decision – is also not a proper ground for reconsideration. Please keep this guidance in mind when submitting requests.

Provide the Required Detailed Explanation here:

(You may attach additional sheets as necessary.)

9. What are you asking ICANN to do now?

(Describe the specific steps you are asking ICANN to take. For example, should the action be reversed, cancelled or modified? If modified, how should it be modified?)

We are asking ICANN to overturn the staff requirement for a new Public Comment period.

10. Please state specifically the grounds under which you have the standing and the right to assert this Request for Reconsideration, and the grounds or justifications that support your request.

(Include in this discussion how the action or inaction complained of has resulted in material harm and adverse impact. To demonstrate material harm and adverse impact, the requester must be able to demonstrate well-known requirements: there must be a loss or injury suffered (financial or non-financial) that is a directly and causally connected to the Board or staff action or inaction that is the basis of the Request for Reconsideration. The requestor must be able to set out the loss or injury and the direct nature of that harm in specific and particular details. The relief requested from the BGC must be capable of reversing the harm alleged by the requester. Injury or harm caused by third parties as a result of acting in line with the Board's decision is not a sufficient

ground for reconsideration. Similarly, injury or harm that is only of a sufficient magnitude because it was exacerbated by the actions of a third party is also not a sufficient ground for reconsideration.)

We make this request as a party to the signed .wed TLD Registry Agreement between ICANN and Atgron, Inc. which remains in force until Oct 1, 2023.

The harm has been because we are unable to offer this service to our customers in the same manner as our competitors such as .name.

11. Are you bringing this Reconsideration Request on behalf of multiple persons or entities? (Check one)

____ Yes

_X___ No

11a. If yes, Is the causal connection between the circumstances of the Reconsideration Request and the harm the same for all of the complaining parties? Explain.

Do you have any documents you want to provide to ICANN?

If you do, please attach those documents to the email forwarding this request. Note that all documents provided, including this Request, will be publicly posted at http://www.icann.org/en/committees/board-governance/requests-for-reconsideration-en.htm.

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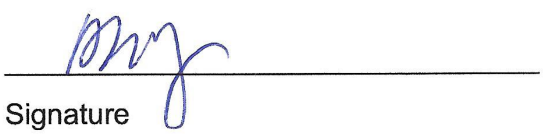
The Board Governance Committee may dismiss Reconsideration Requests that are querulous or vexatious.

Hearings are not required in the Reconsideration Process, however Requestors may request a hearing. The BGC retains the absolute discretion to determine whether a hearing is appropriate, and to call people before it for a hearing.

The BGC may take a decision on reconsideration of requests relating to staff action/inaction without reference to the full ICANN Board. Whether recommendations will issue to the ICANN Board is within the discretion of the BGC.

The ICANN Board of Director's decision on the BGC's reconsideration recommendation is final and not subject to a reconsideration request.



Signature

6/4/2015

Date

Reconsideration Request Form

Version of 11 April 2013

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For all fields in this template calling for a narrative discussion, the text field will wrap and will not be limited.

Please submit completed form to reconsideration@icann.org.

1. Requester Information

Name: Atgron, Inc.

Address: Contact Information Redacted

Email: Contact Information Redacted

Phone Number (optional):

(Note: ICANN will post the Requester's name on the Reconsideration Request page at http://www.icann.org/en/committees/board-governance/requests-for-reconsideration-en.htm. Requestors address, email and phone number will be removed from the posting.)

2. Request for Reconsideration of (check one only):

___ Board action/inaction

_X__ Staff action/inaction

3. Description of specific action you are seeking to have reconsidered.

The Registry Services organization is requiring a second Trademark and Claims Period for our proposed sale of third level extensions (see attached proposed Amendment to .wed Registry Agreement dated 24 Nov 2014). We believe this is not a reasonable requirement given Trademark Holders had an opportunity to apply for their Trademarks as required by the Trademark Clearinghouse Rights Protection Mechanism and have the post-Trademark and Claims period remedies are available for all Trademark Holders.

The Registry Services group also removed from our requested list any extensions that mirror Trademarks registered in the Trademark Clearinghouse. This is an overreach. None of the extensions we have applied to sell are terms that can be trademarked. The one Public Comment from the first public comment period that referenced marks that were supposedly registered for the term "Bebe" were actually rejected by the USPTO because "bebe" is a generic term for baby in multiple languages and Trademarks have to be specific to a "class" i.e. a clearly identifiable purpose. All of the terms we have applied to sell as third-level extensions fall into the category of generic terms of this nature, common last names or dates in the future.

4. Date of action/inaction:

The proposed amendment was posted in the GDD portal on 11/25/2014.

5. On what date did you became aware of the action or that action would not be taken?

Since 12/12/2014 we have been requesting the requirement for another Trademark and Claims period be removed from the amendment and the reinstatement of the list we applied for.

6. Describe how you believe you are materially affected by the action or inaction:

A requirement for another Trademark and Claims period will further delay our ability to offer third level extensions to the general public and create an undue burden on our Registry and Registrar. All Trademark Holders were offered the opportunity to apply for their .wed extensions during our Trademark and Claims period and have the remedies provided in Specification 7 of the Registry Agreement for any Trademark issues subsequent to the required Trademark and Claims period.

The removed third level extensions will restrict the ability of non-English speakers to use .wed third-level extensions.

7. Describe how others may be adversely affected by the action or inaction, if you believe that this is a concern.

Registrants will be negatively impacted by the inability to buy third-level extensions, which have a lower price point than our second-level extensions potentially pricing out customers in developing countries who would like to use the .wed TLD.

8. Detail of Board or Staff Action – Required Information

Staff Action: If your request is in regards to a staff action or inaction, please provide a detailed explanation of the facts as you understand they were provided to staff prior to the action/inaction presented to the staff and the reasons why the staff's action or inaction was inconsistent with established ICANN policy(ies). Please identify the policy(ies) with which the action/inaction was inconsistent. The policies that are eligible to serve as the basis for a Request for Reconsideration are those that are approved by the ICANN Board (after input from the community) that impact the community in some way. When reviewing staff action, the outcomes of prior Requests for Reconsideration challenging the same or substantially similar action/inaction as inconsistent with established ICANN policy(ies) shall be of precedential value.

Section 3 Claims Period of the Trademark Clearinghouse Rights Protection Mechanism document (Source: https://www.icann.org/resources/pages/tmch-requirements-2014-01-09-en) sets forth the requirement that provides all Trademark Holders with notification if their registered trademarks are via "Notifications of Registered Names, NORNS". "NORNs are provided by the Trademark Clearinghouse to eligible Trademark Holders." Atgron satisfied these requirements in March of 2014. All Trademark Holders now have the other remedies as stated in the .wed Registry Agreement Specification 7, the Trademark Post---Delegation Dispute Resolution Procedure (PDDRP) and the Registration Restriction Dispute Resolution Procedure(RRDRP) as well as the Uniform Rapid Suspension system ("URS").

Board action: If your request is in regards to a Board action or inaction, please provide a detailed explanation of the material information not considered by the Board. If that information was not presented to the Board, provide the reasons why you did not submit the material information to the Board before it acted or failed to act. "Material information" means facts that are material to the decision.

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Provide the Required Detailed Explanation here:

(You may attach additional sheets as necessary.)

9. What are you asking ICANN to do now?

(Describe the specific steps you are asking ICANN to take. For example, should the action be reversed, cancelled or modified? If modified, how should it be modified?)

We are asking ICANN to remove the requirement for another Trademark and Claims period and to reinstate our initial requested list of extensions.

10. Please state specifically the grounds under which you have the standing and the right to assert this Request for Reconsideration, and the grounds or justifications that support your request.

(Include in this discussion how the action or inaction complained of has resulted in material harm and adverse impact. To demonstrate material harm and adverse impact, the requester must be able to demonstrate well-known requirements: there must be a loss or injury suffered (financial or non-financial) that is a directly and causally connected to the Board or staff action or inaction that is the basis of the Request for Reconsideration. The requestor must be able to set out the loss or injury and the direct nature of that harm in specific and particular details. The relief requested from the BGC must be capable of reversing the harm alleged by the requester. Injury or harm caused by third parties as a result of acting in line with the Board's decision is not a sufficient ground for reconsideration. Similarly, injury or harm that is only of a sufficient magnitude because it was exacerbated by the actions of a third party is also not a sufficient ground for reconsideration.)

We make this request as a party to the signed .wed TLD Registry Agreement between ICANN and Atgron, Inc. which remains in force until Oct 1, 2023.

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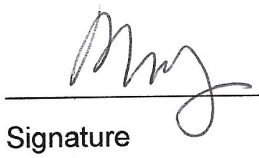
The ICANN Board of Director's decision on the BGC's reconsideration recommendation is final and not subject to a reconsideration request.



Signature

17 June 2015

Date

Attachment

Amendment to the Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Atgron, Inc. agree, effective as of _____ ("Amendment Effective Date"), that the following modification is made to the 1 October 2013 .WED Registry Agreement:

I. EXHIBIT A - Approved Services

[New Text]

7. Third Level Registrations

Registry Operator may offer domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES (as that term is defined in the DNDE Specification referenced and incorporated in Section 3.1 of Specification 2 of this Agreement) posted at [link] as follows:

1) Registry Operator must provide sunrise and claims services for domain name registrations at the third level under all the REGISTRY-CLASS DOMAIN NAMES and such sunrise and claims services must be provided at the same time for all the REGISTRY-CLASS DOMAIN NAMES.

2) [Respecting Sunrise/Claims for REGISTRY-CLASS DOMAIN NAMES]:

- ***[OPTION #1]***

"*Registry Operator must provide a special sunrise period for all REGISTRY-CLASS DOMAIN NAMES. During the special sunrise period, the domain names must not be withheld by the Registry Operator. At the end of the special sunrise period, the Registry Operator must (1) self-allocate the non-registered names as described in provision 3, and (2) submit a sunrise-qlp LORDN file with all the names that were self-allocated that match a label in the SURL or DNL using the special SMD-id as described in section 5.4.1 of the TMCH functional specifications.*"

- ***[OPTION #2]***

"Include no requirement, because REGISTRY-CLASS DOMAIN NAMES are simply namespaces, similar to TLDs, under which domain name registrations by third parties may exist (e.g. co.uk, b.br, com.mx)."

3) REGISTRY-CLASS DOMAIN NAMES must be allocated to the Registry Operator. The self-allocation transactions of the REGISTRY-CLASS DOMAIN NAMES must be reported in the Per-Registrar Transactions Report using 9999 as the Registrar IANA-id, and will not be considered billable transactions. For the avoidance of doubt, domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES will be considered billable transactions.

4) If using separate DNS zone files for the REGISTRY-CLASS DOMAIN NAMES, REGISTRY-CLASS DOMAIN NAMES zones permissible contents are:

A. Apex SOA record;

B. Apex NS records and in-bailiwick glue for the DNS servers of the REGISTRY-CLASS DOMAIN NAMES

C. NS records and in-bailiwick glue for DNS servers of registered names in the REGISTRY-CLASS DOMAIN NAMES

D. DS records for registered names in the REGISTRY-CLASS DOMAIN NAMES

E. Records associated with signing the REGISTRY-CLASS DOMAIN NAMES zones (i.e., RRSIG, DNSKEY, NSEC, NSEC3PARAM and NSEC3)

If Registry Operator wishes to place any DNS resource record type into its REGISTRY-CLASS DOMAIN NAMES DNS zones (other than those listed in Sections (a)-(e) above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the REGISTRY-CLASS DOMAIN NAMES zones, even if approved, might not work as intended for all users due to lack of software support.

5) REGISTRY-CLASS DOMAIN NAMES MUST NOT be used as in-bailiwick glue for the DNS servers of the TLD or the REGISTRY-CLASS DOMAIN NAMES.

6) If using separate DNS zone files for the REGISTRY-CLASS DOMAIN NAMES, the DNS zone files of the REGISTRY-CLASS DOMAIN NAMES must be made available to ICANN as detailed in Section 2, Specification 4.

7) Any registration at the third level under the REGISTRY-CLASS DOMAIN NAMES is subject to section 6.2 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://newgtlds.icann.org/en/applicants/agb/pddrp-04jun12-en.pdf.

8) REGISTRY-CLASS DOMAIN NAMES are subject to section 6.1 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://newgtlds.icann.org/en/applicants/agb/pddrp-04jun12-en.pdf.

9) Those REGISTRY-CLASS DOMAIN NAMES posted at the URL listed above may be updated from time to time subject to RSEP and upon mutual written agreement of the parties.

10) For the avoidance of doubt, any reference in the Agreement to "registration," "registrations," "transactions," "domain" or "domains," to include as such terms pertain to any right, duty, liability or obligation of the Registry Operator, registrar or registrant, shall include registrations at the third-level under any REGISTRY-CLASS DOMAIN NAME.

11) Except as specifically provided for above, REGISTRY-CLASS DOMAIN NAMES and any registration at the third-level under any REGISTRY-CLASS DOMAIN

NAMES remain subject to all terms and conditions of the Agreement.

The parties have duly executed this Amendment as of the Amendment Effective Date first written above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

ATGRON, INC.

By: _____
Adrienne McAdory
President & CEO

DETERMINATION
OF THE BOARD GOVERNANCE COMMITTEE (BGC)
RECONSIDERATION REQUESTS 15-9 AND 15-10

24 AUGUST 2015

Atgron, Inc, ("Atgron") seeks reconsideration of ICANN staff's actions in processing Atgron's Registry Services Evaluation Policy ("RSEP") request to modify registry services that Atgron provides pursuant to its registry agreement for .WED ("RA").

I. Brief Summary.

Reconsideration Requests 15-9 and 15-10, which are jointly considered here,[1] are Atgron's fourth and fifth reconsideration requests relating to ICANN staff's actions in processing Atgron's RSEP request. The first (Request 15-1) was denied because Atgron failed to state a basis for reconsideration; the next two (Requests 15-5 and 15-8) were summarily dismissed because they were based on the same facts, circumstances and claims as Request 15-1. Requests 15-9 and 15-10 are also based on the same facts and circumstances as Atgron's prior reconsideration requests. As such, Requests 15-9 and 15-10 meet the standard for summary dismissal. However, because Atgron purports to raise new bases for reconsideration, the BGC will address the arguments raised in Requests 15-9 and 15-10 for the sake of completeness.

On 8 October 2013, Atgron submitted an RSEP request that, if approved, would allow Atgron to offer third-level domain name registrations in .WED ("RSEP Request"). In accordance with the RSEP process, ICANN staff completed a preliminary review of the RSEP Request, and informed Atgron that: (i) implementation of the RSEP Request would require a material change to the Atgron's RA for .WED; and (ii) because the amendment to the RA had the potential to substantially affect third parties, it would require a public comment period.

[1] Because Requests 15-9 and 15-10 involve the same conduct and issues, the Requests will be addressed in the same Determination. (See Reconsideration Request Form, Terms and Conditions; Bylaws, Art. IV, § 2.8.)

Given the concerns raised during the public comment period on the proposed amendment to the RA for .WED ("First Comment Period"), ICANN staff concluded that material revisions to the proposed amendment were necessary. Accordingly, ICANN staff sent Atgron a revised proposed amendment to the .WED RA ("Revised Amendment") and informed Atgron that because the Revised Amendment was materially different from the initial proposed amendment, an additional public comment period was necessary. Atgron objected to a public comment period for the Revised Amendment, and has since filed five reconsideration requests challenging various ICANN staff actions in processing Atgron's RSEP Request.

Like Atgron's previous requests, Requests 15-9 and 15-10 do not state a basis for reconsideration. First, Requests 15-9 and 15-10 were filed five months and seven months, respectively, after the complained-of staff actions, and are therefore time-barred. Further, although Requests 15-9 and 15-10 assert grounds not advanced in Atgron's three prior reconsideration requests, Atgron again does not demonstrate any misapplication of any policy or procedure by ICANN staff. The BGC therefore denies Requests 15-9 and 15-10.

II. Facts.

A. Background Facts.

Pursuant to the RSEP, a registry operator must make a written request to ICANN if it wants to add to or modify the registry services it provides.[2] On 8 October 2013, Atgron submitted the RSEP Request that, if approved, would allow Atgron to offer third-level domain name registrations in .WED.[3] As part of the RSEP Request, Atgron submitted a list of approximately 11,000 second-level domain names for which it proposed to offer third-level domain registrations ("Second-Level List").

[2] *See* RSEP §§ 1, 2.4, *available at* https://www.icann.org/resources/pages/policy-bd-2012-02-25-en.
[3] *See* https://www.icann.org/en/system/files/files/atgron-wed-request-08oct13-en.pdf.

The RSEP and the related RSEP workflow process ("Workflow") call for ICANN staff to conduct an administrative completeness check and a preliminary review of each RSEP request.[4] On 14 February 2014, ICANN staff informed Atgron that ICANN had completed its preliminary review of the RSEP Request and that the RSEP was approved as it presented no significant competition, security, or stability issues. ICANN staff also informed Atgron that implementation of the RSEP Request would result in a material change to RA requiring a contract amendment.[5]

On 16 May 2014, ICANN staff provided Atgron with a draft proposed amendment.[6] ICANN also informed Atgron that because the amendment had the potential to substantially affect third parties, the amendment would be posted for public comment.[7] On 4 June 2014, ICANN again communicated with Atgron, reiterating that, pursuant to the RSEP, implementation of the RSEP Request would require an amendment to the RA.

The First Comment Period was open from 6 June through 31 July 2014.[8] Among other things, the comments[9] raised concerns regarding the circumvention of intellectual property protections embedded in the New gTLD Program, a potential lack of adequate rights protection mechanisms at the third level, and minimal consultation with potentially affected parties.[10] Several comments specifically identified potentially problematic names that appeared on

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[4] *See* RSEP §§ 2.3-2.4; *see also* RSEP Workflow, *available at* https://www.icann.org/resources/pages/workflow-2012-02-25-en.
[5] *See id*.
[6] Although the letter is erroneously dated 16 March 2014, it was in fact transmitted on 16 May 2014, as is reflected on ICANN's website. *See* https://www.icann.org/resources/pages/rsep-2014-02-19-en.
[7] *Id*.
[8] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en. This time period includes both the initial comments period, and the reply period.
[9] *See* Report of Public Comments, *available at* https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf.
[10] *Id*. at Pgs. 2-3.

Atgron's Second-Level List.[11] Atgron had the opportunity to, but did not, respond to the concerns raised during the First Comment Period.[12]

On 1 October 2014, ICANN staff sent Atgron a draft revised amendment to the RA, which addressed the concerns raised during the First Comment Period. On 3 October 2014, ICANN staff published a report of the public comments, which noted that "[b]ased on the nature of the comments received, ICANN w[ould] propose changes to the current draft amendment to address the public comments that were received. As the revised amendment is anticipated to be a material change to the previously posted amendment, an additional comment period may be conducted to obtain additional community input and for transparency."[13] At that time, ICANN staff notified Atgron that the Revised Amendment would need to be posted for public comment.

On 23 October 2014, Atgron provided feedback on and requested further edits to the Revised Amendment. On 25 November 2014, ICANN staff sent Atgron a new version of the Revised Amendment, reflecting Atgron's feedback. The Revised Amendment requires that Atgron "provide sunrise and claims services for domain name registrations at the third level."[14] Contrary to what Atgron appears to believe, the Revised Amendment did not remove any domain names from Atgron's Second-Level List.[15] Rather, ICANN staff prepared a list showing which of the domains from Atgron's Second-Level List: (1) corresponded to names that appear in the Trademark Clearinghouse ("Clearinghouse"); or (2) appeared on ICANN's Reserved Names List.

On 2 December 2014, Atgron objected to a public comment period for the Revised Amendment. On 9 January 2015, ICANN staff informed Atgron that a public comment period

[11] *See* Report of Public Comments, Pg. 2, *available at* https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf.
[12] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en; Report of Public Comments.
[13] Report of Public Comments at Pg. 1.
[14] Reconsideration Request 15-10, Attachment ("Amendment to the Registry Agreement"), ¶ 7(1).
[15] Reconsideration Request 15-10, § 3, Pg. 2.

would be required and asked Atgron to let ICANN know by 23 January 2015 whether it intended to proceed with its RSEP Request.

On 15 January 2015, Atgron filed Reconsideration Request 15-1, seeking reconsideration of ICANN staff's decision to seek public comment on the Revised Amendment, and generally expressing disagreement with ICANN staff's handling of its RSEP Request.[16] On 19 March 2015, the BGC denied Request 15-1, finding that Atgron failed to demonstrate misapplication by ICANN staff of any established policy or procedure in responding to the RSEP Request.[17]

On 21 March 2015, Atgron filed Request 15-5, seeking reconsideration of the BGC's denial of Request 15-1.[18] On 6 May 2015, the BGC summarily dismissed Request 15-5, finding that the request was based on the exact same facts, circumstances and arguments as Request 15-1, and similarly did not state a basis for reconsideration.[19]

On 20 May 2015, Atgron filed Request 15-8, seeking reconsideration of the BGC's summary dismissal of Request 15-5.[20] The BGC summarily dismissed Request 15-8, again finding that the request was based on the same facts, circumstances and arguments as Requests 15-1 and 15-5.[21]

On 4 June 2015, Atgron filed Request 15-9, its fourth reconsideration request, seeking reconsideration of staff's determination that the Revised Amendment should be subject to public

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[16] Reconsideration Request 15-1, *available at* https://www.icann.org/en/system/files/files/reconsideration-request-15-1-atgron-inc-15jan15-en.pdf.

[17] BGC Determination on Reconsideration Request 15-1, *available at* https://www.icann.org/en/system/files/files/determination-15-1-atgron-inc-15jan15-en.pdf.

[18] Reconsideration Request 15-5, *available at* https://www.icann.org/en/system/files/files/reconsideration-request-15-5-atgron-redacted-21mar15-en.pdf.

[19] BGC Determination on Reconsideration Request 15-5, *available at* https://www.icann.org/en/system/files/files/determination-15-5-atgron-inc-06may15-en.pdf.

[20] Reconsideration Request 15-8, *available at* https://www.icann.org/en/system/files/files/reconsideration-request-15-8-atgron-redacted-20may15-en.pdf.

[21] BGC Determination on Reconsideration Request 15-8, *available at* https://www.icann.org/en/system/files/files/determination-15-8-atgron-inc-20june15-en.pdf.

comment.[22] In Request 15-9, Atgron raises the purportedly new argument that, in Atgron's view, an additional public comment period is not appropriate because the RSEP Implementation Notes—a publicly-posted synopsis of the RSEP—do not specifically "list as [an] option" that public comment may be required for certain RSEP requests."[23]

On 17 June 2015, Atgron filed Request 15-10, its fifth reconsideration request relating to ICANN staff's handling of Atgron's RSEP Request. In Request 15-10, Atgron for the first time objects to the fact that the Revised Amendment: (1) requires Sunrise and Trademark Claims periods for third-level domain name registrations; and (2) purportedly removes domain names from Atgron's Second-Level List that correlate to trademarks that appear in the Clearinghouse.[24]

B. Relief Requested.

In Request 15-9, Atgron asks that ICANN "overturn the staff requirement for a new Public Comment period" for the Revised Amendment.[25] In Request 15-10, Atgron asks that ICANN "remove the requirement for another Trademark and Claims period [in the Revised Amendment] and [] reinstate [Atgron's] initial requested list of extensions."[26]

III. Issues.

In view of the claims set forth in the Requests, the issues for reconsideration are whether ICANN staff violated established policy or procedure by: (1) determining that the Revised Amendment required an additional public comment period;[27] (2) including in the Revised Amendment a requirement that third-level domain registrations be subject to Trademark Claims

[22] Reconsideration Request 15-9, *available at* https://www.icann.org/en/system/files/files/reconsideration-15-9-atgron-redacted-04jun15-en.pdf.
[23] *Id*., § 3, Pgs. 2-4.
[24] Reconsideration Request 15-10, *available at* https://www.icann.org/en/system/files/files/reconsideration-15-10-atgron-17jun15-en.pdf.
[25] Reconsideration Request 15-9, § 9, Pg. 5.
[26] Reconsideration Request 15-10, § 9, Pg. 4.
[27] Reconsideration Request 15-9, § 9, Pg. 5.

and Sunrise periods;[28] and (3) purportedly removing domain names from Atgron's Second-Level List that correlate to trademarks that appear in the Clearinghouse.[29]

IV. The Relevant Standards for Evaluating Reconsideration Requests.

ICANN's Bylaws provide for reconsideration of a Board or staff action or inaction in accordance with specified criteria.[30] Dismissal of a request for reconsideration of staff action or inaction is appropriate if the BGC concludes that the requesting party does not have standing because the party failed to satisfy the reconsideration criteria set forth in the Bylaws.

A. The RSEP

The RSEP sets out the procedure by which registry operators may seek to introduce new registry services and/or modify existing registry services by making a written request to ICANN.[31] ICANN staff then conducts an administrative completeness check to verify that the registry operator has provided ICANN with all of the necessary information to allow a thorough review and analysis of the RSEP request.[32] Within 15 days of completing the administrative review, ICANN staff conducts a preliminary substantive review of the request, to determine whether the request raises any significant competition, security, or stability issues.[33]

Pursuant to the RSEP and the RSEP Workflow, if ICANN staff determines that the request raises no significant competition, security, or stability issues, the RSEP request is

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[28] Reconsideration Request 15-10, § 3, Pg. 2.
[29] *Id*.
[30] Bylaws, Art. IV, § 2. Article IV, § 2.2 of ICANN's Bylaws states in relevant part that any entity may submit a request for reconsideration or review of an ICANN action or inaction to the extent that it has been adversely affected by:

> (a) one or more staff actions or inactions that contradict established ICANN policy(ies); or
> (b) one or more actions or inactions of the ICANN Board that have been taken or refused to be taken without consideration of material information, except where the party submitting the request could have submitted, but did not submit, the information for the Board's consideration at the time of action or refusal to act; or
> (c) one or more actions or inactions of the ICANN Board that are taken as a result of the Board's reliance on false or inaccurate material information.

[31] *See* RSEP, *available at* https://www.icann.org/resources/pages/policy-bd-2012-02-25-en.
[32] *See* RSEP Workflow.
[33] RSEP, § 2.4.A; *see also* RSEP Workflow.

approved.[34] If the RSEP request is approved, ICANN staff must then determine whether implementation of the request requires an amendment to the registry agreement.[35] If an amendment is required, ICANN staff works with the registry operator to draft the proposed amendment.[36] ICANN staff then determines whether the proposed amendment requires public comment.[37] The RSEP Workflow specifically notes that public comment may be required where a proposed amendment would set a new precedent or have a substantial effect on ICANN or on third parties.[38]

In addition to the RSEP and the RSEP Workflow, ICANN has publicly posted Implementation Notes on the RSEP. Those notes are not part of the RSEP and do not supplement it or supplant it—rather, they represent "a synopsis of the process and [are] intended to provide high-level information regarding the policy implementation of the [RSEP]."[39] The Implementation Notes relate only to the approval of an RSEP request (*i.e.*, the determination that an RSEP request raises no security, stability, or competition concerns). The Implementation Notes do not discuss the process for implementing approved RSEP requests.

B. Trademark Protections in the New gTLD Program

The New gTLD Applicant Guidebook sets out a number of trademark protections that new gTLD registry operators must implement.[40] Among these protections are "start-up rights protection measures," including a Sunrise period and a Trademark Claims service.[41] The Sunrise

[34] RSEP, § 2.4.D; *see also* RSEP Workflow.
[35] *Id*.
[36] *Id*.
[37] *See* RSEP Workflow.
[38] *See* RSEP Workflow.
[39] RSEP Implementation Notes, *available at* https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en.
[40] Guidebook, § 5.4.1. These measures are also set out in Specification 7 of the new gTLD registry agreement.
[41] *Id*., New gTLD Agreement, Specification 7.

period "allows eligible rightsholders an early opportunity to register names in the TLD."[42] It must be offered for a minimum of 30 days during the pre-launch phase of a new gTLD.[43] During that period, notice must be provided to all trademark holders in the Clearinghouse in order to allow trademark holders the opportunity to seek a sunrise registration. The Trademark Claims service "provides notice to potential registrants [that domain names potentially infringe on] existing trademark rights, as well as notice to rightsholders of relevant names registered."[44] Registry operators must provide Trademark Claims services for at least the first 60 days of general registration on a new gTLD.[45]

V. Analysis and Rationale.

Requests 15-9 and 15-10 are long since time-barred as the complained-of actions occurred five and seven months ago, respectively. However, even if Requests 15-9 and 15-10 were timely, Atgron has not identified a basis for reconsideration. ICANN staff acted in compliance with the RSEP and Workflow in requiring public comment on the Revised Amendment, and Atgron has identified no policy preventing ICANN staff from implementing Sunrise and Trademark Claims periods for third-level extensions. In addition, contrary to what Atgron argues, ICANN staff has removed no names from Atgron's Second-Level List.

1. Reconsideration Requests 15-9 and 15-10 are Time-Barred.

Reconsideration requests must be filed within 15 days of "the date on which the party submitting the request became aware of, or reasonably should have become aware of, the challenged staff action."[46]

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[42] *Id*.
[43] *Id*., Trademark Clearninghouse, § 6.2.1
[44] *Id*., § 5.4.1.
[45] *Id*., Trademark Clearinghouse, § 6.1.1
[46] Bylaws, Art. IV, § 2.5(b).

In Request 15-9, Atgron seeks reconsideration of ICANN staff's decision to require public comment on the Revised Amendment. However, Atgron concedes that ICANN informed it on 9 January 2015 that a second public comment period would be required.[47] Thus, any reconsideration request challenging ICANN staff's determination that a public comment period was necessary for the Revised Amendment must have been filed by 24 January 2015. Atgron, however, did not file Request 15-9 until almost *four and a half* months after the filing deadline.

In Request 15-10, Atgron seeks reconsideration of ICANN's determination to require additional trademark protections in the Revised Amendment. However, Atgron acknowledges that the Revised Amendment was "posted in the GDD portal on 11/25/2014."[48] Thus, any reconsideration request challenging the contents of the Revised Amendment must have been filed by 10 December 2014.[49] Atgron, however, did not file Request 15-10 until 17 June 2015, almost *seven months* after the filing deadline.

Atgron provides no explanation for its delay in filing Requests 15-9 and 15-10. To be clear, filing multiple reconsideration requests challenging the same staff action does not extend the filing deadline—Atgron's new arguments cannot be belatedly appended to its first, timely-filed reconsideration request (*i.e.*, Request 15-1). Requests 15-9 and 15-10 are untimely, and on this basis alone, the BGC finds that these requests should be denied.

2. Requiring Public Comment on the Revised Amendment Does Not Contravene Established Policy or Procedure.

Even if Request 15-9 were timely, which it is not, Atgron has not identified a basis for reconsideration. As previously, Atgron seeks reconsideration of ICANN staff's decision to

[47] Reconsideration Request 15-9, § 5, Pg. 4.
[48] Reconsideration Request 15-10, § 4, Pg. 2
[49] Atgron claims that it has "been requesting the requirement for another Trademark and Claims period be removed from the [Revised Amendment]" since 12 December 2014. *Id*., § 5, Pg. 2. However, as discussed, Atgron was aware of the content of the Revised Amendment by 25 November 2014. Even if Atgron had not become aware of the Revised Amendment until 12 December 2014, Request 15-10 would still be time-barred by over six months.

require public comment on the Revised Amendment. Atgron now posits that reconsideration is appropriate because the Implementation Notes for the RSEP do not specifically "list as [an] option[]" that public comment may be required for certain RSEP requests.[50] Atgron's claims are unsupported. The Implementation Notes are "a *synopsis* of the [RSEP] and [are] intended to provide *high-level information* regarding the policy implementation."[51] They are not intended to—and do not—exhaustively detail the entire RSEP process. Specifically, they do not cover implementation of an RSEP request once it has been approved (*i.e.*, once ICANN staff has determined that it raises no significant competition, security, or stability issues). Atgron's RSEP Request has already been approved. All that remains is for ICANN staff to work with Atgron, as it has been, to implement the RSEP Request.

The RSEP Workflow, which describes the process for implementing an RSEP request after the request has been approved, explicitly provides for public comment regarding certain RSEP requests.[52] Specifically, pursuant to the RSEP Workflow, once an RSEP request is approved, it is ICANN staff's responsibility to determine whether the implementation of the RSEP request requires a material change to the registry agreement.[53] If an amendment is required, ICANN staff works with the registry operator to draft a proposed amendment.[54] ICANN staff then determines whether the proposed amendment requires public comment.[55] The RSEP Workflow specifically states that public comment may be required where a proposed

[50] Reconsideration Request 15-9, § 3, Pgs. 2-4.
[51] RSEP Implementation, *available at* https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en (emphasis added).
[52] *See* RSEP Workflow. On 11 March 2015, an updated version of the RSEP Workflow was posted online. The updated version does not constitute a change, but rather clarifies the existing workflow process, which has been established since the RSEP was adopted in 2006. The prior version of the RSEP Workflow is available at https://www.icann.org/sites/default/files/unmanaged/en/registries/rsep/registry-process-flowchart-small-04aug09-en.png. It too explicitly provides for public comment periods regarding certain RSEP requests.
[53] RSEP § 2.4.D; *see also* RSEP Workflow.
[54] *See* RSEP Workflow.
[55] *See id*.

amendment would set a new precedent or have a substantial effect on ICANN or third parties, or on the DNS.[56]

ICANN staff followed that procedure in this case. After determining that the implementation of the RSEP Request required a material change to the RA, ICANN staff drafted a proposed amendment. ICANN staff determined that the proposed amendment had the potential to affect third parties and would therefore require public comment.[57] As such, once Atgron had an opportunity to provide feedback on the proposed amendment, it was posted for public comment.[58] When the public comments raised substantive concerns, including some regarding intellectual property protections, ICANN staff worked with Atgron to revise the proposed amendment. Finally, ICANN staff determined that because the Revised Amendment was materially different than the original proposed amendment, an additional public comment period was necessary to receive public input on the Revised Amendment.[59]

Atgron has not identified any policy or procedure that ICANN staff violated in following the process set forth in the RSEP Workflow. As such, the BGC denies Request 15-9.

3. Adding Additional Trademark Protections in the Revised Amendment Does Not Contravene Established Policy or Procedure.

Atgron unconvincingly claims that ICANN staff violated established policy by: (1) purportedly removing names that appear in the Clearinghouse from Atgron's Second-Level List; and (2) including in the Revised Amendment a requirement that third-level domain name registrations be subject to Sunrise and Trademark Claims periods.[60]

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[56] *See id.*
[57] *See id.*
[58] *See* https://www.icann.org/public-comments/wed-amendment-2014-06-04-en.
[59] *See id*.
[60] Reconsideration Request 15-10, § 3, Pg. 2.

As to the first, ICANN staff did not remove any names from Atgron's Second-Level List. Rather, in preparation for public comment for the Revised Amendment and in the interest of transparency, ICANN staff prepared a list showing which of the domains from Atgron's Second-Level List: (1) corresponded to names that appear in the Clearinghouse; or (2) appeared on ICANN's Reserved Names List. Atgron identifies no established policy or procedure prohibiting ICANN from creating such a list to aid the public in commenting on the Revised Amendment.

As to the second, Atgron cites to no established policy or procedure prohibiting ICANN staff from incorporating additional trademark protections into the Revised Amendment. Pursuant to the RSEP and related Workflow, where implementation of an RSEP Request requires a material change to a registry agreement, ICANN staff works with the registry operator to draft a proposed amendment.[61] Here, ICANN staff followed exactly that process. During the First Comment Period, commenters questioned whether Atgron's proposed offering of third-level domain name registrations in .WED could circumvent intellectual property protections in the New gTLD Program (such as the Sunrise period, the Uniform Domain Name Dispute Resolution Policy, and the Uniform Rapid Suspension System).[62] Further, several comments specifically identified potentially problematic names that appeared on Atgron's Second-Level List.[63]

In response to those comments, ICANN staff worked with Atgron to draft a revised proposed amendment. Atgron was given an opportunity to provide feedback on this revision, which resulted in ICANN staff making edits to the Revised Amendment before resending it to Atgron on 25 November 2014. Again, in doing so, ICANN staff acted in accordance with the

[61] RSEP, § 2.4.D; *see also* RSEP Workflow.
[62] *Id*. at Pgs. 2-3.
[63] *See* Report of Public Comments, Pg. 2, *available at* https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf.

RSEP, which provides for ICANN staff to work with registry operators to draft proposed amendments to registry agreements.[64]

Moreover, the fact that the Revised Amendment required third-level domain name registrations to be subject to Sunrise and Trademark Claims periods is entirely consistent with similar requirements imposed by the Guidebook on new gTLD registry operators registering second-level domains. Specifically, the Guidebook requires that registry operators include a Sunrise period, "allow[ing] eligible rightsholders an early opportunity to register names in the TLD," for at least 30 days during the pre-launch phase of a new gTLD.[65] In addition, the Guidebook requires that registry operators provide a Trademark Claims service, which "provides notice to potential registrants [that domain names potentially infringe on] existing trademark rights, as well as notice to rightsholders of relevant names registered provides notice to potential registrants of existing trademark rights, as well as notice to rightsholders of relevant names registered," for at least the first 60 days of general registration on a new gTLD.[66]

The Guidebook's requirements are intended to protect trademark holders, and the rationale behind Sunrise and Trademark Claims periods applies with equal force to both second-level domains and third-level domains. Atgron cites no established policy or procedure preventing ICANN staff from determining that the Guidebook's trademark protections were appropriate in the context of third-level domain registrations, and incorporating those protections into the Revised Amendment. As such, the BGC denies Request 15-10.

VI. Determination.

[64] RSEP, § 2.4.D; *see also* RSEP Workflow.
[65] *Id*.
[66] Guidebook, § 5.4.1.

Based on the foregoing, the BGC concludes that Atgron has not stated proper grounds for reconsideration, and therefore denies Requests 15-9 and 15-10.

The Bylaws authorize the BGC to make a final determination for all reconsideration requests brought regarding staff action or inaction.[67] As discussed above, Requests 15-9 and 15-10 seek reconsideration of a staff action or inaction. As such, the BGC concludes that this determination is final and that no further consideration by the Board is warranted.

The BGC notes—as it has before—that ICANN is charged with using its resources in the public benefit; responding to Atgron's repeated reconsideration requests, when they are based on the same circumstances and do not assert any grounds for reconsideration, is not an appropriate use of those resources.

In terms of the timing of this decision, Section 2.16 of Article IV of the Bylaws provides that the BGC shall make a final determination or recommendation with respect to a reconsideration request within thirty days following receipt of the request, unless impractical.[68] To satisfy the thirty-day deadline, the BGC would have to have acted by 4 July 2015 and 17 July 2015, respectively. Due to the timing of the filing of the requests, it was impractical for the BGC to consider Requests 15-9 and 15-10 prior to 24 August 2015.

[67] Bylaws, Art. IV, § 2.15.
[68] Bylaws, Art. IV, § 2.15.

The Internet Corporation for Assigned Names and Numbers

16 March 2014

Re: Third Level Domain Sales RSEP Request

Dear Adrienne McAdory,

ICANN has conducted a preliminary review of Atgron, Inc.'s request to offer third level domain sales in accordance with the Registry Services Evaluation Policy and process provided at: https://new.icann.org/resources/pages/policy-bd-2012-02-25-en.

Based on the information provided, ICANN's preliminary review did not identify any significant competition or security and stability issues. The implementation of your proposal has the potential to substantially affect third parties and would require an amendment to the .WED Registry Agreement between Atgron, Inc. and ICANN (dated 01 October 2013). As a result, ICANN will post the amendment for public comment. ICANN looks forward to working with you on the proposed amendment that will be posted for public comment, and provides the attached amendment language to help facilitate discussions.

If you have any questions, please respond back to this case via the case comment feature. If not, we will move forward with the posting of your amendment shortly.

Regards,
Registry Services Team

Atgron, Inc.
wed
Oldest Posts
[redacted] (ICANN)
Edited by sfdc dm September 25, 2017 at 12:04 AM
Comment added by Ann Yamashita on 2014-05-16 at 21:26 PDT
Dear Adrienne,
Attached you will find your RSEP notification as well as the proposed amendment that we will be posting for public comment. Please review both documents and provide any feedback no later than 21 May 2014.
If you have any additional questions, please let us know via this case.
Regards,
[redacted]
Like
Comment
Adrienne McAdory (Customer) replied to the customer.
May 16, 2014 at 10:42 PM
Hello,
I don't know what the [New Text] should be but the link to the third level extensions will be: http://www.atgron.wed/third-level-extensions.html
Warm Regards,
Adrienne McAdory

[redacted] (ICANN) replied to the customer.
May 24, 2014 at 12:03 AM

Dear Adrienne,

Thank you for the URL. We will include this in the amendment when it goes through the public comment period.

Regards,
[redacted]

[redacted] (ICANN) replied to the customer.
June 4, 2014 at 5:11 PM

Dear Adrienne,

Your amendment and csv file is scheduled to be released for public comment before the end of today.

In addition, there was a miscommunication with our last case comment. The proposed amendment that will be posted for public comment replaces the "<INSERT LINK>" text to "<TBD>". At this time, we will not use your URL during the public comment period as that placeholder will be updated when the amendment is in a position for execution. For the purposes of the public comment period, a pdf version of your csv file will be available.

In addition, once we are in a position to finalize the amendment, we can address the location of your csv file.

For your convenience, we will keep this case in an "In Progress" just in case if you have any further questions throughout this public comment process.

If you have any questions, please let us know.

Adrienne McAdory (Customer) replied to the customer.
June 5, 2014 at 12:58 AM

Hello,

I just saw this post for public comment. I didn't realize this would be vetted by the world. There hasn't been a review of an RSEP for public comment since 2007 and that was for a change to the WHOIS record that would impact everyone. Your process flow for RSEP reviews does not contain a step for public comment. What specific precedent or rule did you apply that caused the post of this RSEP vice all the other RSEPs posted previously.

Warm Regards,
Adrienne McAdory
Atgron, Inc.

[redacted] (ICANN)
Edited by sfdc dm September 25, 2017 at 12:05 AM

Comment added by [redacted] on 2014-06-05 at 04:29 PDT

Dear Adrienne,

We recognize that our previous communication regarding the status of your RSEP request was unclear and are taking this opportunity to provide further clarification.

Once "ICANN's Preliminary Determination" step is completed, an RSEP request may fall into one of the following categories shown in the RSEP workflow posted at https://www.icann.org/resources/pages/workflow-2012-02-25-en:

- Option I: Approval
- Option II: Executive or Board Review
- Option III: Competition
- Option IV: Security & Stability
- Option V: Request Cancelled

Per section 2.4.D. of the RSEP, ICANN's Preliminary Determination is that implementation of your RSEP request requires a material change to your Registry Agreement (RA) (i.e.,a RA Amendment). This RA Amendment falls under Executive or Board Review in Option II above (Also see Step 4, item 5 of the Implementation Notes posted at https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en). The RA Amendment is accompanied by a list of domain names that you may offer for registrations and activate in the DNS, should the RA Amendment be approved.

Prior to sending the RA Amendment to Executive or Board Review, ICANN will publish the RA Amendment and list of domain names for a minimum 21-day Public Comment period. As your 21-day Public Comment period falls during an ICANN Meeting, ICANN extended the duration to allow sufficient time for ICANN Meeting attendees to comment, followed by a 21-day period to reply.

Once the Public Comment and Reply periods are completed, ICANN Staff will provide the proposed RA Amendment, list of domain names, and a summary and analysis of the Public Comments to ICANN Executives and/or Board for its review.

Prior to opening the Public Comment period, ICANN wanted to give you an opportunity to see the RA Amendment via this case. As such we have attached the proposed RA Amendment for your information.

Agreement (RA) (i.e.,a RA Amendment). This RA Amendment falls under Executive or Board Review in Option II above (Also see Step 4, item 5 of the Implementation Notes posted at https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en). The RA Amendment is accompanied by a list of domain names that you may offer for registrations and activate in the DNS, should the RA Amendment be approved.

Prior to sending the RA Amendment to Executive or Board Review, ICANN will publish the RA Amendment and list of domain names for a minimum 21-day Public Comment period. As your 21-day Public Comment period falls during an ICANN Meeting, ICANN extended the duration to allow sufficient time for ICANN Meeting attendees to comment, followed by a 21-day period to reply.

Once the Public Comment and Reply periods are completed, ICANN Staff will provide the proposed RA Amendment, list of domain names, and a summary and analysis of the Public Comments to ICANN Executives and/or Board for its review.

Prior to opening the Public Comment period, ICANN wanted to give you an opportunity to see the RA Amendment via this case. As such we have attached the proposed RA Amendment for your information.

To learn more about the RSEP or Public Comment processes, please refer to the links below:

- RSEP Policy: https://www.icann.org/resources/pages/policy-bd-2012-02-25-en
- RSEP Implementation Notes: https://www.icann.org/resources/pages/implementation-notes-2012-02-25-en
- RSEP Workflow: https://www.icann.org/resources/pages/workflow-2012-02-25-en
- Public Comment: https://www.icann.org/public-comments#open-public

If you have additional questions, please submit a case comment and we will respond soon as possible.

Kind regards,

[redacted]

Like Comment

[redacted] (ICANN)
Edited by sfdc dm September 25, 2017 at 12:06 AM

Comment added by [redacted] on 2014-08-01 at 06:03 PDT

Dear Adrienne,

The public comment period has ended for .wed, and the next step is for ICANN to analyze the comments received. ICANN will draft a report to summarize the public comment received and determine the appropriate next steps. This may result in a Board review or consideration, and/or amendment execution. Please note that until an executed amendment is in place, .wed does not have an agreement with ICANN to sell third level domain names.

At this time, no action further is needed from .wed. If additional coordination or information is needed, we will conduct our outreach through a new GDD Portal case.

If you have any additional questions, please let us know. We will now resolve this case.

Kind regards,

[redacted]

Adrienne McAdory (Customer) replied to the customer.
August 8, 2014 at 11:48 AM

Dear Ann,

Thank you for the note. We have another request regarding this RSEP. We were informed by [redacted] that the 10k+ second-level extensions must be activated in order for us to sell the third level extensions. e.g. In order for a Registrant to purchase xxxxx.baby.wed, baby.wed must be delegated This means we would be charged for baby.wed even though no Registrant has purchased this extension. We are requesting a waiver of the ICANN per registration fees for the activation of the second-level extensions required to enable us to sell third-level extensions.

Regards,
Adrienne McAdory
Atgron, Inc.

From: amcadory <amcadory@atgron.wed>
Reply-To: amcadory <amcadory@atgron.wed>
Date: Friday, August 8, 2014 5:11 AM
To: [redacted]
Cc: [redacted]
Subject: RSEP status

Hello [redacted]

I just responded to the closed RSEP case in the GDD portal 0129043 with a request for a waiver of the per registration fees for the second-level extensions we are required to delegate in order to be able to sell third-level extensions. I wasn't sure if you would receive a notification given the case is closed.

As of today, this RSEP has been outstanding for 10 months and there was no timeframe provided regarding when we would finally be able to put this to bed. ICANN is very strict about requiring us to meet our compliance timelines, I would appreciate as strict a timeline from you. Almost one year for an activity that has already been tested in the market is quite long enough I would think.

Regards,
Adrienne McAdory
Atgron, Inc.

Description

Hi Adrienne,

Thank you very much for your email.

Unfortunately, closed cases are not monitored for case comments so I appreciate this email. My recommendation is that if you want to respond to a closed case, simply create a new ticket and reference the closed case number within your new ticket and that will inform us that those cases are related. As I have included the customerservice@icann.org to this email chain, this will create a new ticket in the GDD Portal, and someone will connect this email to your view so we can continue this dialogue via a GDD Portal case.

Now, regarding your actual inquiry, the public comment period has ended for .wed and we are preparing a report summarizing the public comments we received. Once the report has been approved, it will be published with the public comment forum to conclude the public comment process. From there, your amendment may need board consideration or board review. I am anticipating by the end of this week, I will have a better understanding which path your amendment will need to take as this decision is based on the public comment report. At that time, I will engage back with you via the GDD Portal case and we can talk about the next steps.

Thanks,
[redacted]

.WED Registry Agreement Amendment - Introduction of Third Level Domain Sales

Open Date	Close Date	Staff Report Due
4 Jun 2014 23:59 UTC	9 Jul 2014 23:59 UTC	30 Jul 2014 23:59 UTC
✔	✔	✔
Comments Closed	Report of Public Comments (https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf)	

Follow Updates (/users/sign_up?document_id=13347&following=true)

View Comments (http://forum.icann.org/lists/comments-wed-amendment-04jun14/)

Brief Overview

To obtain community input on a proposed amendment to the .wed Registry Agreement to implement a Registry Services Evaluation Policy (RSEP (Registry Services Evaluation Policy)) request submitted by Atgron, Inc. (the .wed registry operator) through the to sell third level domains.

Report of Public Comments (https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf)

Section I: Description and Explanation

On 8 October 2013, Atgron, Inc., the registry operator of the .wed TLD (Top Level Domain), submitted a request through the Registry Services Evaluation Process (RSEP (Registry Services Evaluation Policy)) to allow the sale of

third level domains in the TLD (Top Level Domain). As part of its request, Atgron submitted a list (See Section IV: Additional Information) of approximately 11,000 domain names in which it would offer registrations. This RSEP (Registry Services Evaluation Policy) request was posted for public information on the Registry Services Evaluation Policy webpage, available at https://www.icann.org/resources/pages/rsep-2014-02-19-en (/resources/pages/rsep-2014-02-19-en).

As provided for by existing consensus policy (/en/registries/rsep/rsep.html), ICANN (Internet Corporation for Assigned Names and Numbers) has undertaken a preliminary determination on whether the proposal might raise significant competition, security or stability issues. ICANN (Internet Corporation for Assigned Names and Numbers)'s preliminary review (based on the information provided) did not identify any such issues for this request.

Implementation of the proposal would require an amendment to the Exhibit A of the .wed Registry Agreement, which is being posted for public comment.

Section II: Background

On 1 October 2013, ICANN (Internet Corporation for Assigned Names and Numbers) and Atgron, Inc. entered into a Registry Agreement under which Atgron, Inc. operates the .wed top-level domain. The .wed Registry Agreement is available for review here: https://www.icann.org/resources/agreement/wed-2013-10-01-en (/resources/agreement/wed-2013-10-01-en). If approved, the proposed amendment will be the first amendment to the .wed Registry Agreement.

Section III: Relevant Resources

- .wed Registry Agreement (/resources/agreement/wed-2013-10-01-en)
- RSEP (Registry Services Evaluation Policy) Webpage (/resources/pages/rsep-2014-02-19-en)
- RSEP (Registry Services Evaluation Policy) Policy (/resources/pages/policy-bd-2012-02-25-en)

Section IV: Additional Information

- Proposed .wed Registry Agreement Amendment (/sites/default/files/tlds/wed/wed-proposed-amend-04jun14-en.pdf) [PDF, 52 KB]
- Proposed .wed Third Level Domain List (/sites/default/files/tlds/wed/wed-proposed-third-level-domain-04jun14-en.pdf) [PDF, 407 KB]

Section V: Reports

- Report (https://www.icann.org/en/system/files/files/report-comments-wed-amendment-03oct14-en.pdf)

Amendment No. 1 to the .WED Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Atgron, Inc. agree, effective as of _____ ("Amendment Effective Date"), that the following modification is made to the 1 October 2013 .WED Registry Agreement:

I. EXHIBIT A - Approved Services

[New Text]

7. Third and Lower Level Registrations

Registry Operator may offer domain name registrations at the third and lower levels subject to all the requirements in this agreement for domain name registrations. A list of all domain names in which the Registry Operator offers registrations is available on: <TBD>

The parties have duly executed this Amendment as of the Amendment Effective Date first written above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

ATGRON, INC.

By: _____
Adrienne McAdory
President & CEO

Amendment to the Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Atgron, Inc. agree, effective as of _____ ("Amendment Effective Date"), that the following modification is made to the 1 October 2013 .WED Registry Agreement:

I. EXHIBIT A - Approved Services

[New Text]

7. Third Level Registrations

Registry Operator may offer domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES (as that term is defined in the DNDE Specification referenced and incorporated in Section 3.1 of Specification 2 of this Agreement) posted at [link] as follows:

1) Registry Operator must provide sunrise and claims services for domain name registrations at the third level under all the REGISTRY-CLASS DOMAIN NAMES and such sunrise and claims services must be provided at the same time for all the REGISTRY-CLASS DOMAIN NAMES.

2) [Respecting Sunrise/Claims for REGISTRY-CLASS DOMAIN NAMES]:

- ***[OPTION #1]***

"*Registry Operator must provide a special sunrise period for all REGISTRY-CLASS DOMAIN NAMES. During the special sunrise period, the domain names must not be withheld by the Registry Operator. At the end of the special sunrise period, the Registry Operator must (1) self-allocate the non-registered names as described in provision 3, and (2) submit a sunrise-qlp LORDN file with all the names that were self-allocated that match a label in the SURL or DNL using the special SMD-id as described in section 5.4.1 of the TMCH functional specifications."*

- ***[OPTION #2]***

"Include no requirement, because REGISTRY-CLASS DOMAIN NAMES are simply namespaces, similar to TLDs, under which domain name registrations by third parties may exist (e.g. co.uk, b.br, com.mx)."

3) REGISTRY-CLASS DOMAIN NAMES must be allocated to the Registry Operator. The self-allocation transactions of the REGISTRY-CLASS DOMAIN NAMES must be reported in the Per-Registrar Transactions Report using 9999 as the Registrar IANA-id, and will not be considered billable transactions. For the avoidance of doubt, domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES will be considered billable transactions.

4) If using separate DNS zone files for the REGISTRY-CLASS DOMAIN NAMES, REGISTRY-CLASS DOMAIN NAMES zones permissible contents are:

A. Apex SOA record;

B. Apex NS records and in-bailiwick glue for the DNS servers of the REGISTRY-CLASS DOMAIN NAMES

C. NS records and in-bailiwick glue for DNS servers of registered names in the REGISTRY-CLASS DOMAIN NAMES

D. DS records for registered names in the REGISTRY-CLASS DOMAIN NAMES

E. Records associated with signing the REGISTRY-CLASS DOMAIN NAMES zones (i.e., RRSIG, DNSKEY, NSEC, NSEC3PARAM and NSEC3)

If Registry Operator wishes to place any DNS resource record type into its REGISTRY-CLASS DOMAIN NAMES DNS zones (other than those listed in Sections (a)-(e) above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the REGISTRY-CLASS DOMAIN NAMES zones, even if approved, might not work as intended for all users due to lack of software support.

5) REGISTRY-CLASS DOMAIN NAMES MUST NOT be used as in-bailiwick glue for the DNS servers of the TLD or the REGISTRY-CLASS DOMAIN NAMES.

6) If using separate DNS zone files for the REGISTRY-CLASS DOMAIN NAMES, the DNS zone files of the REGISTRY-CLASS DOMAIN NAMES must be made available to ICANN as detailed in Section 2, Specification 4.

7) Any registration at the third level under the REGISTRY-CLASS DOMAIN NAMES is subject to section 6.2 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://newgtlds.icann.org/en/applicants/agb/pddrp-04jun12-en.pdf.

8) REGISTRY-CLASS DOMAIN NAMES are subject to section 6.1 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://newgtlds.icann.org/en/applicants/agb/pddrp-04jun12-en.pdf.

9) Those REGISTRY-CLASS DOMAIN NAMES posted at the URL listed above may be updated from time to time subject to RSEP and upon mutual written agreement of the parties.

10) For the avoidance of doubt, any reference in the Agreement to "registration," "registrations," "transactions," "domain" or "domains," to include as such terms pertain to any right, duty, liability or obligation of the Registry Operator, registrar or registrant, shall include registrations at the third-level under any REGISTRY-CLASS DOMAIN NAME.

11) Except as specifically provided for above, REGISTRY-CLASS DOMAIN NAMES and any registration at the third-level under any REGISTRY-CLASS DOMAIN

NAMES remain subject to all terms and conditions of the Agreement.

The parties have duly executed this Amendment as of the Amendment Effective Date first written above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

ATGRON, INC.

By: _____
Adrienne McAdory
President & CEO

Report of Public Comments

Title:	.WED Registry Agreement Amendment - Introduction of Third Level Domain Sales
Publication Date:	3 October 2014
Prepared By:	ICANN Staff

Comment Period:	
Comment Open Date:	4 June 2014
Comment Close Date:	9 July 2014
Reply Close Date:	31 July 2014
Time (UTC):	23:59 UTC

Important Information Links
Announcement
Public Comment Box
View Comments Submitted
Report of Public Comments

Staff Contact:	Krista Papac	Email:	krista.papac@icann.org

Section I: General Overview and Next Steps

General Overview

On 8 October 2014, Atgron, Inc., the Registry Operator of the .WED top-level domain (TLD), submitted a request through the Registry Services Evaluation Policy (RSEP) to allow the sale of third-level domains in the TLD. As part of its request, Atgron submitted a list of approximately 11,000 domain names in which it would offer registrations. This RSEP request was posted for public information on the RSEP webpage, available at https://www.icann.org/resources/pages/rsep-2014-02-19-en.

In accordance to Section 2.4 of the RSEP, ICANN conducted its preliminary determination to conclude that the prosed Registry Service did not raise significant Competition, Security or Stability issues (as defined in Section 1.3 and 1.4 of the RSEP).

On 4 June 2014, ICANN posted the .WED Registry Agreement amendment for public comment as the implementation of the Registry Service requires a material change to the Exhibit A of the Registry Agreement.

On 31 July 2014, the public comment forum closed for community input to the proposed Registry Agreement amendment, resulting in a total of three (3) comments. One of these comments was received after the close of the public comment forum. However, it is included in the following analysis.

Next Steps

ICANN has carefully considered the comments received and will conduct further review on the implementation concerns that were raised. Based on the nature of the comments received, ICANN will propose changes to the current draft amendment to address the public comments that were received. As the revised amendment is anticipated to be a material change to the previously posted amendment, an additional comment period may be conducted to obtain additional community input

and for transparency.

Section II: Contributors

At the time this report was prepared, a total of 3 (three) community submissions had been posted to the Forum. The contributors, both individuals, are listed below in chronological order by posting date with initials noted. To the extent that quotations are used in the foregoing narrative (Section III), such citations will reference the contributor's initials.

Organizations and Groups:

Name	Submitted by	Initials
ICANN Business Constituency	Steve DelBianco	BC

Individuals:

Name	Affiliation (if provided)	Initials
Michele Neylon	Blacknight Solutions	MN
Kristina Rosette	The Intellectual Property Constituency (IPC)	KR

Section III: Summary of Comments

General Disclaimer: This section is intended to broadly and comprehensively summarize the comments submitted to this Forum, but not to address every specific position stated by each contributor. Staff recommends that readers interested in specific aspects of any of the summarized comments, or the full context of others, refer directly to the specific contributions at the link referenced above (View Comments Submitted).

The comments submitted generally fall into the following categories:

General Comments

- .WED is advertising third-level domains for sale without an approved contract change. (MN, KR)
- Registrar references may not reflect a representative number of Registrars. (MN, KR)

Implementation Concerns

- There is an appearance that Atgron is attempting to circumvent established policies within the New gTLD program (i.e., Atgron would have to register 11,000 domain names to themselves in order to create 11,000 new namespaces) and further consultation with others is suggested (e.g., GNSO Stakeholder Groups and Constituencies). (MN, KR)
- There are intellectual property considerations in which the list of 11,000 domain names list discloses numerous terms that are registered trademarks (e.g., BEBE is subject to US Reg. Nos. 1652462, 2289914, and 2038435; and FOREVER is subject of US Reg. Nos. 3379685, 4180540, and 424135) (KR)

- .WED creates the opportunity for abuse on the third level and it is essential that the necessary Rights Protection Mechanisms on the third level are in place. (BC)

Section IV: Analysis of Comments

General Disclaimer: This section is intended to provide an analysis and evaluation of the comments received along with explanations regarding the basis for any recommendations provided within the analysis.

All commenters expressed some concerns regarding .WED's proposed new registry service, which concerns can be summarized as follows:

- The proposed registry service appears to circumvent established intellectual property considerations, protections and policies embedded within the New gTLD program (i.e., opportunity for abuse at the third level may occur)
- The registry operator is advertising the availability of the proposed new registry service without having final approval of an approved amendment permitting the proposed new registry service
- Minimal consultation with registrars other constituents affected by the proposed registry service.

Given the necessary consideration and balancing of the interests of all affected parties, ICANN has carefully considered the comments received and determined that additional discussions are required to address the intellectual property considerations and policies within the New gTLD program regarding this proposal for allocation of domain names at the third level.

ICANN acknowledges the comments regarding Atgron's third-level domain names advertisements and notes that the Registry Agreement does not prohibit the marketing/advertising of a registry service prior to ICANN's approval of the registry service. In addition, ICANN has confirmed that there are no active registrations for those domain names that were identified.

ICANN acknowledges the concerns raised by commenters concerning Atgron's consultations with the registrars and other constituents that may be affected by the proposed new registry service. As such, ICANN will propose changes to the current draft amendment to address the public comments that were received, and the revised amendment will be posted for an additional public comment period to obtain additional community input and for transparency. As appropriate, ICANN encourages registry operators to consult with the community and provide feedback to the subsequent public comment period as part of the process.

Subject	**Most Recent RSEP Response**
From	[redacted]
Sender	[redacted]
To	McAdory, Adrienne <amcadory@atgron.wed>
Date	2016-11-11 14:44

Hi Adrienne,

Thank you for your patience in our response.

The previous version of the draft amendment defined a static list of Registry Class Domain Names (RCDN, eg. dallas.wed) that would be published by ICANN. To address your request to remove names from the list of RCDNs as needed, the new draft amendment (uploaded to the case on 10/26/2016) defines the format for publishing the list in order to allow you the maximum flexibility. An example of a legacy TLD that migrated to the new gTLD contract and offers third level registrations is .pro. You may see the list of RCDNs for .pro in Section 6 of Exhibit A, https://www.icann.org/sites/default/files/tlds/pro/pro-agmt-html-01oct15-en.htm

It's important to know that the list of RCDNs is expected to be used by software vendors that operate security features in Internet Browsers (Mozilla Public Suffix List), applications, etc. In other words, websites and other services provided in third level registrations of .wed may suffer technical difficulties if the list of RCDNs is not known to the Internet browsers, applications, etc.

Additionally, the TLDs referenced in your email were delegated in previous rounds under different criteria. The proposed amendment to permit RCDNs in .wed intends to harmonize the concept of third level registrations with the new requirements in the New gTLD Registry Agreement.

We would like to schedule a call to review the proposed amendment and discuss any additional questions/concerns you may have.

Please let me know if any of the proposed times below will work:

- Tues, Nov 22nd – 9:30am PST
- Tues, Nov 22nd – 1:00pm PST
- Mon, Nov 28th – 11:00am PST

Best regards,

[redacted]

REGISTRY AGREEMENT

This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and Registry Services Corporation, a Nevada corporation ("Registry Operator").

ARTICLE 1.

DELEGATION AND OPERATION OF TOP–LEVEL DOMAIN; REPRESENTATIONS AND WARRANTIES

1.1 Domain and Designation. The Top-Level Domain to which this Agreement applies is .PRO (the "TLD"). Upon the Effective Date and until the earlier of the expiration of the Term (as defined in Section 4.1) or the termination of this Agreement pursuant to Article 4, ICANN designates Registry Operator as the registry operator for the TLD.

1.2 Technical Feasibility of String. While ICANN has encouraged and will continue to encourage universal acceptance of all top-level domain strings across the Internet, certain top-level domain strings may encounter difficulty in acceptance by ISPs and webhosters and/or validation by web applications. Registry Operator shall be responsible for ensuring to its satisfaction the technical feasibility of the TLD string prior to entering into this Agreement.

1.3 Representations and Warranties.

(a) Registry Operator represents and warrants to ICANN as follows:

(i) all material information provided and statements made in writing during the negotiation of this Agreement, were true and correct in all material respects at the time made, and such information or statements continue to be true and correct in all material respects as of the Effective Date except as otherwise previously disclosed in writing by Registry Operator to ICANN;

(ii) Registry Operator is duly organized, validly existing and in good standing under the laws of the jurisdiction set forth in the preamble hereto, and Registry Operator has all requisite power and authority and has obtained all necessary approvals to enter into and duly execute and deliver this Agreement; and

(b) ICANN represents and warrants to Registry Operator that ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of the State of California, United States of America. ICANN has all requisite power and authority and has obtained all necessary corporate approvals to enter into and duly execute and deliver this Agreement.

ARTICLE 2.

COVENANTS OF REGISTRY OPERATOR

Registry Operator covenants and agrees with ICANN as follows:

2.1 Approved Services; Additional Services. Registry Operator shall be entitled to provide the Registry Services described in clauses (a) and (b) of the first paragraph of Section 2.1 in the Specification 6 attached hereto ("Specification 6") and such other Registry Services set forth on Exhibit A (collectively, the "Approved Services"). If Registry Operator desires to provide any Registry Service that is not an Approved Service or is a material modification to an Approved Service (each, an "Additional Service"), Registry Operator shall submit a request for approval of such Additional Service pursuant to the Registry Services Evaluation Policy at http://www.icann.org/en/registries/rsep/rsep.html, as such policy may be amended from time to time in accordance with the bylaws of ICANN (as amended from time to time, the "ICANN Bylaws") applicable to Consensus Policies (the "RSEP"). Registry Operator may offer Additional Services only with the written approval of ICANN, and, upon any such approval, such Additional Services shall be deemed Registry Services under this Agreement. In its reasonable discretion, ICANN may require an amendment to this Agreement reflecting the provision of any Additional Service which is approved pursuant to the RSEP, which amendment shall be in a form reasonably acceptable to the parties.

2.2 Compliance with Consensus Policies and Temporary Policies. Registry Operator shall comply with and implement all Consensus Policies and Temporary 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 the ICANN Bylaws, provided such future Consensus Polices and Temporary Policies are adopted in accordance with the procedure and relate to those topics and subject to those limitations set forth in Specification 1 attached hereto ("Specification 1").

2.3 Data Escrow. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2").

2.4 Monthly Reporting. Within twenty (20) calendar days following the end of each calendar month, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3").

2.5 Publication of Registration Data. Registry Operator shall provide public access to registration data in accordance with Specification 4 attached hereto ("Specification 4").

2.6 Reserved Names. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall comply with the requirements set forth in Specification 5 attached hereto ("Specification 5"). Registry Operator may at any time establish or modify policies concerning Registry Operator's ability to reserve (i.e., withhold from registration or allocate to Registry Operator, but not register to third parties, delegate, use, activate in the DNS or otherwise make available) or block additional character strings within the TLD at its discretion. Except as specified in Specification 5, if Registry Operator is the registrant for any domain names in the registry TLD, such registrations must be through an ICANN accredited registrar, and will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1.

2.7 Registry Interoperability and Continuity. Registry Operator shall comply with the Registry Interoperability and Continuity Specifications as set forth in Specification 6 attached hereto ("Specification 6").

2.8 Protection of Legal Rights of Third Parties. Registry Operator must comply with the processes and procedures for ongoing protection of the legal rights of third parties as set forth Specification 7 attached hereto ("Specification 7"). Registry Operator may, at its election, implement additional protections of the legal rights of third parties. Registry Operator must comply with all remedies imposed by ICANN pursuant to Section 2 of Specification 7, subject to Registry Operator's right to challenge such remedies as set forth in the applicable procedure described therein. Registry Operator shall take reasonable steps to investigate and respond to any reports from law enforcement and governmental and quasi-governmental agencies of illegal conduct in connection with the use of the TLD. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law.

2.9 Registrars.

(a) All domain name registrations in the TLD must be registered through an ICANN accredited registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Subject to the requirements of Specification 11, Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory agreement with all registrars authorized to register names in the TLD (the "Registry-Registrar Agreement"). Registry Operator may amend the Registry-Registrar Agreement from time to time; provided, however, that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on any registrar. Registry Operator will provide ICANN and all registrars authorized to register names in the TLD at least fifteen (15) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any registrar. During such period, ICANN will determine whether such proposed revisions are immaterial, potentially material or material in nature. If ICANN has not provided Registry Operator with notice of its determination within such fifteen (15) calendar-day period, ICANN shall be deemed to have determined that such proposed revisions are immaterial in nature. If ICANN determines, or is deemed to have determined under this Section 2.9(a), that such revisions are immaterial, then Registry Operator may adopt and implement such revisions. If ICANN determines such revisions are either material or potentially material, ICANN will thereafter follow its procedure regarding review and approval of changes to Registry-Registrar Agreements at < http://www.icann.org/en/resources/registries/rra-amendment-procedure>, and such revisions may not be adopted and implemented until approved by ICANN. Within sixty (60) calendar days of the RAA Adoption Date, as that term is defined herein below, Registry Operator will submit to ICANN for approval an amended version of the Registry-Registrar Agreement ("Amended RAA") in accordance with the provisions below, which will include a provision requiring all ICANN-accredited registrars who are a party to Registry Operator's Registry-Registrar Agreement either to (i) become a party to the form registrar accreditation agreement adopted by the ICANN Board of Directors on 27 June 2013 (the "2013 RAA") within two hundred seventy (270) calendar days after the effective date of the

Amended RRA, or (ii) be Suspended (as defined below) by Registry Operator. Once such Amended RRA is approved by ICANN, Registry Operator shall promptly adopt and require each of the ICANN-accredited registrars that access Registry Services for the TLD to enter into the Amended RRA pursuant to the amendment procedures set forth in Registry Operator's Registry-Registrar Agreement in effect as of the date hereof. In the event that any such registrar does not enter the 2013 RAA with ICANN within such two hundred seventy (270) calendar day period, and Registry Operator is notified of that fact by ICANN in writing (a "Non-Compliant Registrar"), then Registry Operator will Suspend the Non-Compliant Registrar until such time as such Non-Compliant Registrar becomes a party to the 2013 RAA. "RAA Adoption Date" means the date that ICANN notifies Registry Operator that ICANN-accredited registrars that access Registry Services for the TLD accounting for sixty-seven percent (67%) of all registrations in the TLD have executed the 2013 RAA. "Suspend" means to suspend the Non-Compliant Registrar's ability to create or sponsor new domain name registrations in the TLD or initiate inbound transfers of domain names in the TLD.

(b) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will treat such contract or related documents that are appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15 (except that ICANN may disclose such contract and related documents to relevant competition authorities). ICANN reserves the right, but not the obligation, to refer any such contract, related documents, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, related documents, transaction or other arrangement might raise significant competition issues under applicable law. If feasible and appropriate under the circumstances, ICANN will give Registry Operator advance notice prior to making any such referral to a competition authority.

(c) For the purposes of this Agreement: (i) "Affiliate" means a person or entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the person or entity specified, and (ii) "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.

2.10 Pricing for Registry Services.

(a) With respect to initial domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying or other programs which had the effect of reducing the price charged to registrars, unless such refunds, rebates, discounts,

product tying or other programs are of a limited duration that is clearly and conspicuously disclosed to the registrar when offered) of no less than thirty (30) calendar days. Registry Operator shall offer registrars the option to obtain initial domain name registrations for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(b) With respect to renewal of domain name registrations, Registry Operator shall provide ICANN and each ICANN accredited registrar that has executed the registry-registrar agreement for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying, Qualified Marketing Programs or other programs which had the effect of reducing the price charged to registrars) of no less than one hundred eighty (180) calendar days. Notwithstanding the foregoing sentence, with respect to renewal of domain name registrations: (i) Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to (A) for the period beginning on the Effective Date and ending twelve (12) months following the Effective Date, the initial price charged for registrations in the TLD, or (B) for subsequent periods, a price for which Registry Operator provided a notice pursuant to the first sentence of this Section 2.10(b) within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Registry Operator need not provide notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. Registry Operator shall offer registrars the option to obtain domain name registration renewals at the current price (i.e., the price in place prior to any noticed increase) for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.

(c) In addition, Registry Operator must have uniform pricing for renewals of domain name registrations ("Renewal Pricing"). For the purposes of determining Renewal Pricing, the price for each domain registration renewal must be identical to the price of all other domain name registration renewals in place at the time of such renewal, and such price must take into account universal application of any refunds, rebates, discounts, product tying or other programs in place at the time of renewal. The foregoing requirements of this Section 2.10(c) shall not apply for (i) purposes of determining Renewal Pricing if the registrar has provided Registry Operator with documentation that demonstrates that the applicable registrant expressly agreed in its registration agreement with registrar to higher Renewal Pricing at the time of the initial registration of the domain name following clear and conspicuous disclosure of such Renewal Pricing to such registrant, and (ii) discounted Renewal Pricing pursuant to a Qualified Marketing Program (as defined below). The parties acknowledge that the purpose of this Section 2.10(c) is to prohibit abusive and/or discriminatory Renewal Pricing practices imposed by Registry Operator without the written consent of the applicable registrant at the time of the initial registration of the domain and this Section 2.10(c) will be interpreted broadly to prohibit such practices. For purposes of this Section 2.10(c), a "Qualified Marketing Program" is a marketing program pursuant to which Registry Operator offers discounted Renewal Pricing, provided that each of the following criteria is satisfied: (i) the program and related discounts are offered for a period of time not to exceed one hundred eighty (180) calendar days (with consecutive substantially similar programs aggregated for purposes of determining the number of calendar days of the program), (ii) all ICANN accredited registrars are provided the same opportunity to qualify for such discounted Renewal Pricing; and (iii) the intent or effect of the program is not to exclude any particular class(es) of registrations (e.g., registrations held by large corporations) or increase the renewal price of any particular class(es) of registrations.

Nothing in this Section 2.10(c) shall limit Registry Operator's obligations pursuant to Section 2.10(b).

(d) Registry Operator shall provide public query-based DNS lookup service for the TLD (that is, operate the Registry TLD zone servers) at its sole expense.

2.11 Contractual and Operational Compliance Audits.

(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit during regular business hours and in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information reasonably necessary to demonstrate Registry Operator's compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15.

(b) Any audit conducted pursuant to Section 2.11(a) will be at ICANN's expense, unless (i) Registry Operator (A) controls, is controlled by, is under common control or is otherwise Affiliated with, any ICANN accredited registrar or registrar reseller or any of their respective Affiliates, or (B) has subcontracted the provision of Registry Services to an ICANN accredited registrar or registrar reseller or any of their respective Affiliates, and, in either case of (A) or (B) above, the audit relates to Registry Operator's compliance with Section 2.14, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the portion of the audit related to Registry Operator's compliance with Section 2.14, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% in a given quarter to ICANN's detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. In either such case of (i) or (ii) above, such reimbursement will be paid together with the next Registry- Level Fee payment due following the date of transmittal of the cost statement for such audit.

(c) Notwithstanding Section 2.11(a), if Registry Operator is found not to be in compliance with its representations and warranties contained in Article 1 of this Agreement or its covenants contained in Article 2 of this Agreement in two consecutive audits conducted pursuant to this Section 2.11, ICANN may increase the number of such audits to one per calendar quarter.

(d) Registry Operator will give ICANN immediate notice of Registry Operator's knowledge of the commencement of any of the proceedings referenced in Section 4.3(d) or the occurrence of any of the matters specified in Section 4.3(f).

2.12 [RESERVED]

2.13 Emergency Transition. Registry Operator agrees that, in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process (available at < http://www.icann.org/en/resources/registries/transition-processes>) (as the same may be amended from time to time, the "Registry Transition Process") until such time as Registry Operator has demonstrated to ICANN's reasonable satisfaction that it can resume operation of the registry for the TLD without the reoccurrence of such failure. Following such demonstration, Registry Operator may transition back into operation of the registry for the TLD pursuant to the procedures set out in the Registry Transition Process, provided that Registry Operator pays all reasonable costs incurred (i) by ICANN as a result of the designation of the Emergency Operator and (ii) by the Emergency Operator in connection with the operation of the registry for the TLD, which costs shall be documented in reasonable detail in records that shall be made available to Registry Operator. In the event ICANN designates an Emergency Operator pursuant to this Section 2.13 and the Registry Transition Process, Registry Operator shall provide ICANN or any such Emergency Operator with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such Emergency Operator. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event that an Emergency Operator is designated pursuant to this Section 2.13.

2.14 Registry Code of Conduct. In connection with the operation of the registry for the TLD, Registry Operator shall comply with the Registry Code of Conduct as set forth in Specification 9 attached hereto ("Specification 9").

2.15 Cooperation with Economic Studies. If ICANN initiates or commissions an economic study on the impact or functioning of new generic top-level domains on the Internet, the DNS or related matters, Registry Operator shall reasonably cooperate with such study, including by delivering to ICANN or its designee conducting such study all data related to the operation of the TLD reasonably necessary for the purposes of such study requested by ICANN or its designee, provided, that Registry Operator may withhold (a) any internal analyses or evaluations prepared by Registry Operator with respect to such data and (b) any data to the extent that the delivery of such data would be in violation of applicable law. Any data delivered to ICANN or its designee pursuant to this Section 2.15 that is appropriately marked as confidential (as required by Section 7.15) shall be treated as Confidential Information of Registry Operator in accordance with Section 7.15, provided that, if ICANN aggregates and makes anonymous such data, ICANN or its designee may disclose such data to any third party. Following completion of an economic study for which Registry Operator has provided data, ICANN will destroy all data provided by Registry Operator that has not been aggregated and made anonymous.

2.16 Registry Performance Specifications. Registry Performance Specifications for operation of the TLD will be as set forth in Specification 10 attached hereto ("Specification 10"). Registry Operator shall comply with such Performance Specifications and, for a period of at least one (1) year, shall keep technical and operational records sufficient to evidence compliance with such specifications for each calendar year during the Term.

2.17 Additional Public Interest Commitments. Registry Operator shall comply with the public interest commitments set forth in Specification 11 attached hereto ("Specification 11").

2.18 Personal Data. Registry Operator shall (i) notify each ICANN-accredited registrar that is a party to the registry-registrar agreement for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data") submitted to Registry Operator by such registrar is collected and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.

ARTICLE 3.

COVENANTS OF ICANN

ICANN covenants and agrees with Registry Operator as follows:

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

3.2 Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

3.3 TLD Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at http://www.iana.org/domains/root/ will be implemented by ICANN within seven (7) calendar days or as promptly as feasible following technical verifications.

3.4 Root-zone Information Publication. ICANN's publication of root-zone contact information for the 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 at http://www.iana.org/domains/root/.

3.5 Authoritative Root Database. To the extent that ICANN is authorized to set policy with regard to an authoritative root server system (the "Authoritative Root Server System"), ICANN shall use commercially reasonable efforts to (a) ensure that the authoritative

root will point to the top-level domain nameservers designated by Registry Operator for the TLD, (b) maintain a stable, secure, and authoritative publicly available database of relevant information about the TLD, in accordance with ICANN publicly available policies and procedures, and (c) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; provided, that ICANN shall not be in breach of this Agreement and ICANN shall have no liability in the event that any third party (including any governmental entity or internet service provider) blocks or restricts access to the TLD in any jurisdiction.

ARTICLE 4.

TERM AND TERMINATION

4.1 Term. The term of this Agreement will be ten (10) years from the Effective Date (as such term may be extended pursuant to Section 4.2, the "Term").

4.2 Renewal.

(a) This Agreement will be renewed for successive periods of ten (10) years upon the expiration of the initial Term set forth in Section 4.1 and each successive Term, unless:

(i) Following notice by ICANN to Registry Operator of a fundamental and material breach of Registry Operator's covenants set forth in Article 2 or breach of its payment obligations under Article 6 of this Agreement, which notice shall include with specificity the details of the alleged breach, and such breach has not been cured within thirty (30) calendar days of such notice, (A) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator has been in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (B) Registry Operator has failed to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction; or

(ii) During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) or a court of competent jurisdiction on at least three (3) separate occasions to have been in (A) fundamental and material breach (whether or not cured) of Registry Operator's covenants set forth in Article 2 or (B) breach of its payment obligations under Article 6 of this Agreement.

(b) Upon the occurrence of the events set forth in Section 4.2(a) (i) or (ii), the Agreement shall terminate at the expiration of the then-current Term.

4.3 Termination by ICANN.

(a) ICANN may, upon notice to Registry Operator, terminate this Agreement if: (i) Registry Operator fails to cure (A) any fundamental and material breach of Registry Operator's representations and warranties set forth in Article 1 or covenants set forth in Article 2, or (B) any breach of Registry Operator's payment obligations set forth in Article 6 of this

Agreement, each within thirty (30) calendar days after ICANN gives Registry Operator notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that Registry Operator is in fundamental and material breach of such covenant(s) or in breach of its payment obligations, and (iii) Registry Operator fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) ICANN may, upon notice to Registry Operator, terminate this Agreement if Registry Operator fails to complete all testing and procedures (identified by ICANN in writing to Registry Operator prior to the date hereof) for delegation of the TLD into the root zone within twelve (12) months of the Effective Date. Registry Operator may request an extension for up to additional twelve (12) months for delegation if it can demonstrate, to ICANN's reasonable satisfaction, that Registry Operator is working diligently and in good faith toward successfully completing the steps necessary for delegation of the TLD. Any fees paid by Registry Operator to ICANN prior to such termination date shall be retained by ICANN in full.

(c) [RESERVED]

(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement, or (vi) Registry Operator 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 or the operation of the TLD.

(e) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7 or Sections 2 and 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.

(f) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator knowingly employs any officer who 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 officer is not terminated within thirty (30) calendar days of Registry Operator's knowledge of the foregoing, or (ii) any member of Registry Operator'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 Registry Operator's board of

directors or similar governing body within thirty (30) calendar days of Registry Operator's knowledge of the foregoing.

(g) ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement as specified in Section 7.5.

4.4 Termination by Registry Operator.

(a) Registry Operator may terminate this Agreement upon notice to ICANN if (i) ICANN fails to cure any fundamental and material breach of ICANN's covenants set forth in Article 3, within thirty (30) calendar days after Registry Operator gives ICANN notice of such breach, which notice will include with specificity the details of the alleged breach, (ii) an arbitrator or court of competent jurisdiction has finally determined that ICANN is in fundamental and material breach of such covenants, and (iii) ICANN fails to comply with such determination and cure such breach within ten (10) calendar days or such other time period as may be determined by the arbitrator or court of competent jurisdiction.

(b) Registry Operator may terminate this Agreement for any reason upon one hundred eighty (180) calendar day advance notice to ICANN.

4.5 Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that (i) ICANN will take into consideration any intellectual property rights of Registry Operator (as communicated to ICANN by Registry Operator) in determining whether to transition operation of the TLD to a successor registry operator and (ii) if Registry Operator demonstrates to ICANN's reasonable satisfaction that (A) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator or its Affiliates for their exclusive use, (B) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (C) transitioning operation of the TLD is not necessary to protect the public interest, then ICANN may not transition operation of the TLD to a successor registry operator upon the expiration or termination of this Agreement without the consent of Registry Operator (which shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the foregoing sentence shall not prohibit ICANN from delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement.

4.6 Effect of Termination. Upon any expiration of the Term or termination of this Agreement, the obligations and rights of the parties hereto shall cease, provided that such expiration or termination of this Agreement shall not relieve the parties of any obligation or breach of this Agreement accruing prior to such expiration or termination, including, without limitation, all accrued payment obligations arising under Article 6. In addition, Article 5, Article 7, Section 4.5, and this Section 4.6 shall survive the expiration or termination of this Agreement. For the avoidance of doubt, the rights of Registry Operator to operate the registry for the TLD shall immediately cease upon any expiration of the Term or termination of this Agreement.

ARTICLE 5.

DISPUTE RESOLUTION

5.1 Mediation. In the event of any dispute arising under or in connection with this Agreement, before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator must attempt to resolve the dispute through mediation in accordance with the following terms and conditions:

(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).

(b) The mediator shall conduct the mediation in accordance with the rules and procedures that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.2. The mediator may not testify for either party in any later proceeding relating to the dispute.

(c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. Each party shall treat information received from the other party pursuant to the mediation that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15.

(d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90)

calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.2 below.

5.2 Arbitration. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator. In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 or Section 5.4 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement will not exceed an amount equal to the Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any). Registry Operator's aggregate monetary liability to ICANN for breaches of this Agreement will be limited to an amount equal to the fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3, if any), and punitive and exemplary damages, if any, awarded in accordance with Section 5.2, except with respect to Registry Operator's indemnification obligations pursuant to Section 7.1 and Section 7.2. In no event shall either party be liable for special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided in Section 5.2. Except as otherwise provided in this Agreement, neither party makes any warranty, express or implied, with respect to the services rendered by itself, its servants or agents, or the results obtained from their work,

including, without limitation, any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

5.4 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 arbitrator or court of competent jurisdiction specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

ARTICLE 6.

FEES

6.1 Registry-Level Fees.

(a) Registry Operator shall pay ICANN a registry-level fee equal to (i) the registry fixed fee of US$6,250 per calendar quarter and (ii) the registry-level transaction fee (collectively, the "Registry-Level Fees"). The registry-level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the registry-level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any consecutive four calendar quarter period in the aggregate (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met. Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the date on which the TLD is delegated in the DNS to Registry Operator. The first quarterly payment of the registry-level fixed fee will be prorated based on the number of calendar days between the delegation date and the end of the calendar quarter in which the delegation date falls.

(b) Subject to Section 6.1(a), Registry Operator shall pay the Registry-Level Fees on a quarterly basis to an account designated by ICANN within thirty (30) calendar days following the date of the invoice provided by ICANN.

6.2 Cost Recovery for RSTEP. Requests by Registry Operator for the approval of Additional Services pursuant to Section 2.1 may be referred by ICANN to the Registry Services Technical Evaluation Panel ("RSTEP") pursuant to that process at http://www.icann.org/en/registries/rsep/. In the event that such requests are referred to RSTEP, Registry Operator shall remit to ICANN the invoiced cost of the RSTEP review within fourteen (14) calendar days of receipt of a copy of the RSTEP invoice from ICANN, unless ICANN determines, in its sole and absolute discretion, to pay all or any portion of the invoiced cost of such RSTEP review.

6.3 Variable Registry-Level Fee.

(a) If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars

necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a registry-registrar agreement with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 6.3); provided, that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.

(b) The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US$0.25 per domain name registration (including renewals associated with transfers from one ICANN accredited registrar to another) per year.

6.4 [RESERVED]

6.5 Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then-current fees set forth in Section 6.1 and Section 6.3 may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator specifying the amount of such adjustment. Any fee adjustment under this Section 6.5 shall be effective as of the first day of the

first calendar quarter following at least thirty (30) days after ICANN's delivery to Registry Operator of such fee adjustment notice.

6.6 Additional Fee on Late Payments. For any payments thirty (30) calendar days or more overdue under this Agreement, Registry Operator shall pay an additional fee on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

ARTICLE 7.

MISCELLANEOUS

7.1 Indemnification of ICANN.

(a) Registry Operator shall indemnify and defend ICANN and its directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to intellectual property ownership rights with respect to the TLD, the delegation of the TLD to Registry Operator, Registry Operator's operation of the registry for the TLD or Registry Operator's provision of Registry Services, provided that Registry Operator shall not be obligated to indemnify or defend any Indemnitee to the extent the claim, damage, liability, cost or expense arose: (i) due to the actions or omissions of ICANN, its subcontractors, panelists or evaluators specifically related to and occurring during the registry TLD application process (other than actions or omissions requested by or for the benefit of Registry Operator), or (ii) due to a breach by ICANN of any obligation contained in this Agreement or any willful misconduct by ICANN. This Section shall not be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for costs associated with the negotiation or execution of this Agreement, or with monitoring or management of the parties' respective obligations hereunder. Further, this Section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties, which shall be governed by Article 5 or otherwise awarded by a court of competent jurisdiction or arbitrator.

(b) For any claims by ICANN for indemnification whereby multiple registry operators (including Registry Operator) have engaged in the same actions or omissions that gave rise to the claim, Registry Operator's aggregate liability to indemnify ICANN with respect to such claim shall be limited to a percentage of ICANN's total claim, calculated by dividing the number of total domain names under registration with Registry Operator within the TLD (which names under registration shall be calculated consistently with Article 6 hereof for any applicable quarter) by the total number of domain names under registration within all top level domains for which the registry operators thereof are engaging in the same acts or omissions giving rise to such claim. For the purposes of reducing Registry Operator's liability under Section 7.1(a) pursuant to this Section 7.1(b), Registry Operator shall have the burden of identifying the other registry operators that are engaged in the same actions or omissions that gave rise to the claim, and demonstrating, to ICANN's reasonable satisfaction, such other registry operators' culpability for such actions or omissions. For the avoidance of doubt, in the event that a registry operator is engaged in the same acts or omissions giving rise to the claims, but such registry operator(s) do not have the same or similar indemnification obligations to

ICANN as set forth in Section 7.1(a) above, the number of domains under management by such registry operator(s) shall nonetheless be included in the calculation in the preceding sentence.

7.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 7.1 above, ICANN shall provide notice thereof to Registry Operator as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to ICANN to handle and defend the same, at Registry Operator's sole cost and expense, provided that in all events ICANN will be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN's policies, Bylaws or conduct. ICANN shall cooperate, at Registry Operator's cost and expense, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom, and may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is fully indemnified by Registry Operator will be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section 7.2, ICANN will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator and Registry Operator shall cooperate in such defense.

7.3 Defined Terms. For purposes of this Agreement, unless such definitions are amended pursuant to a Consensus Policy at a future date, in which case the following definitions shall be deemed amended and restated in their entirety as set forth in such Consensus Policy, Security and Stability shall be defined as follows:

(a) For the purposes of this Agreement, an effect on "Security" shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of registry data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

(b) For purposes of this Agreement, an effect on "Stability" shall refer to (1) lack of compliance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice Requests for Comments ("RFCs") sponsored by the Internet Engineering Task Force; or (2) the creation of a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems operating in accordance with applicable relevant standards that are authoritative and published by a well-established and recognized Internet standards body, such as the relevant Standards-Track or Best Current Practice RFCs, and relying on Registry Operator's delegated information or provisioning of services.

7.4 No Offset. All payments due under this Agreement will be made in a timely manner throughout the Term and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

7.5 Change of Control; Assignment and Subcontracting. Except as set forth in this Section 7.5, neither party may assign any of its rights and obligations under this Agreement

without the prior written approval of the other party, which approval will not be unreasonably withheld. For purposes of this Section 7.5, a direct or indirect change of control of Registry Operator or any subcontracting arrangement that relates to any Critical Function (as identified in Section 6 of Specification 10) for the TLD (a "Material Subcontracting Arrangement") shall be deemed an assignment.

(a) Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any assignment or Material Subcontracting Arrangement, and any agreement to assign or subcontract any portion of the operations of the TLD (whether or not a Material Subcontracting Arrangement) must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator.

(b) Within thirty (30) calendar days of either such notification pursuant to Section 7.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

(c) Registry Operator agrees that ICANN's consent to any assignment, change of control or Material Subcontracting Arrangement will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates).

(d) If ICANN fails to expressly provide or withhold its consent to any assignment, direct or indirect change of control of Registry Operator or any Material Subcontracting Arrangement within thirty (30) calendar days of ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, thirty (30) calendar days of the receipt of all requested written information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction.

(e) In connection with any such assignment, change of control or Material Subcontracting Arrangement, Registry Operator shall comply with the Registry Transition Process.

(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if

Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment.

7.6 Amendments and Waivers.

(a) If the ICANN Board of Directors determines that an amendment to this Agreement (including to the Specifications referred to herein) and all other registry agreements between ICANN and the Applicable Registry Operators (the "Applicable Registry Agreements") is desirable (each, a "Special Amendment"), ICANN may adopt a Special Amendment pursuant to the requirements of and process set forth in this Section 7.6; provided that a Special Amendment may not be a Restricted Amendment.

(b) Prior to submitting a Special Amendment for Registry Operator Approval, ICANN shall first consult in good faith with the Working Group regarding the form and substance of such 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 proposed amendment to the Applicable Registry Operators in accordance with Section 7.9. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registry Operators).

(c) If, within one hundred eighty (180) calendar days following the expiration of the Posting Period (the "Approval Period"), the ICANN Board of Directors approves a Special Amendment (which may be in a form different than submitted for public comment, but must address the subject matter of the Special Amendment posted for public comment, as modified to reflect and/or address input from the Working Group and public comments), ICANN shall provide notice of, and submit, such Special Amendment for approval or disapproval by the Applicable Registry Operators. If, during the sixty (60) calendar day period following the date ICANN provides such notice to the Applicable Registry Operators, such Special Amendment receives Registry Operator Approval, such Special Amendment shall be deemed approved (an "Approved Amendment") by the Applicable Registry Operators, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Approved Amendment to Registry Operator (the "Amendment Effective Date"). In the event that a Special Amendment does not receive Registry Operator Approval, the Special Amendment shall be deemed not approved by the Applicable Registry Operators (a "Rejected Amendment"). A Rejected Amendment will have no effect on the terms and conditions of this Agreement, except as set forth below.

(d) If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of Specification 1, the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registry Operator shall comply with its obligations pursuant to Section 2.2 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 7.6(d), the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.

(e) If (a) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of Specification 1, (b) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registry Operator Approval pursuant to Section 7.6(c), the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (c) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (A) recommends adoption of the Rejected Amendment as Consensus Policy or (B) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:

(i) the subject matter of the Rejected Amendment must be within the scope of ICANN's mission and consistent with a balanced application of its core values (as described in ICANN's Bylaws);

(ii) the Rejected Amendment must be justified by a Substantial and Compelling Reason in the Public Interest, must be likely to promote such interest, taking into account competing public and private interests that are likely to be affected by the Rejected Amendment, and must be narrowly tailored and no broader than reasonably necessary to address such Substantial and Compelling Reason in the Public Interest;

(iii) to the extent the Rejected Amendment prohibits or requires conduct or activities, imposes material costs on the Applicable Registry Operators, and/or materially reduces public access to domain name services, the Rejected Amendment must be the least restrictive means reasonably available to address the Substantial and Compelling Reason in the Public Interest;

(iv) the ICANN Board of Directors must submit the Rejected Amendment, along with a written explanation of the reasoning related to its determination that the Rejected Amendment meets the requirements set out in subclauses (i) through (iii) above, for public comment for a period of no less than thirty (30) calendar days; and

(v) following such public comment period, the ICANN Board of Directors must (a) engage in consultation (or direct ICANN management to engage in consultation) with the Working Group, subject matter experts, members of the GNSO, relevant advisory committees and other interested stakeholders with respect to such Rejected Amendment for a period of no less than sixty (60) calendar days; and (b) following such consultation, reapprove the Rejected Amendment (which may be in a form different than submitted for Registry Operator Approval, but must address the subject matter of the Rejected Amendment, as modified to reflect and/or address input from the Working Group and public comments) by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy (a "Board Amendment").

Such Board Amendment shall, subject to Section 7.6(f), be deemed an Approved Amendment, and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Board Amendment to Registry Operator (which effective date shall be deemed the Amendment Effective Date hereunder). Notwithstanding the foregoing, a Board Amendment may not amend the registry fees charged by ICANN hereunder, or amend this Section 7.6.

(f) Notwithstanding the provisions of Section 7.6(e), a Board Amendment shall not be deemed an Approved Amendment if, during the thirty (30) calendar day period following the approval by the ICANN Board of Directors of the Board Amendment, the Working Group, on the behalf of the Applicable Registry Operators, submits to the ICANN Board of Directors an alternative to the Board Amendment (an "Alternative Amendment") that meets the following requirements:

(i) sets forth the precise text proposed by the Working Group to amend this Agreement in lieu of the Board Amendment;

(ii) addresses the Substantial and Compelling Reason in the Public Interest identified by the ICANN Board of Directors as the justification for the Board Amendment; and

(iii) compared to the Board Amendment is: (a) more narrowly tailored to address such Substantial and Compelling Reason in the Public Interest, and (b) to the extent the Alternative Amendment prohibits or requires conduct or activities, imposes material costs on Affected Registry Operators, or materially reduces access to domain name services, is a less restrictive means to address the Substantial and Compelling Reason in the Public Interest.

Any proposed amendment that does not meet the requirements of subclauses (i) through (iii) in the immediately preceding sentence shall not be considered an Alternative Amendment hereunder and therefore shall not supersede or delay the effectiveness of the Board Amendment. If, following the submission of the Alternative Amendment to the ICANN Board of Directors, the Alternative Amendment receives Registry Operator Approval, the Alternative Amendment shall supersede the Board Amendment and shall be deemed an Approved Amendment hereunder (and shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice of the approval of such Alternative Amendment to Registry Operator, which effective date shall deemed the Amendment Effective Date hereunder), unless, within a period of sixty (60) calendar days following the date that the Working Group notifies the ICANN Board of Directors of Registry Operator Approval of such Alternative Amendment (during which time ICANN shall engage with the Working Group with respect to the Alternative Amendment), the ICANN Board of Directors by the affirmative vote of at least two-thirds of the members of the ICANN Board of Directors eligible to vote on such matter, taking into account any ICANN policy affecting such eligibility, including ICANN's Conflict of Interest Policy, rejects the Alternative Amendment. If (A) the Alternative Amendment does not receive Registry Operator Approval within thirty (30) calendar days of submission of such Alternative Amendment to the Applicable Registry Operators (and the Working Group shall notify ICANN of the date of such submission), or (B) the ICANN Board of Directors rejects the Alternative Amendment by such two-thirds vote, the Board Amendment (and not the Alternative Amendment) shall be effective and deemed an amendment to this Agreement on the date that is sixty (60) calendar days following the date ICANN provided notice to Registry Operator (which effective date shall deemed the Amendment Effective Date hereunder). If the ICANN Board of Directors rejects an Alternative Amendment, the board shall publish a written rationale setting forth its analysis of the criteria set forth in Sections 7.6(f)(i) through 7.6(f)(iii). The ability of the ICANN Board of Directors to reject an Alternative Amendment hereunder does not relieve the Board of the obligation to ensure that any Board Amendment meets the criteria set forth in Section 7.6(e)(i) through 7.6(e)(v).

(g) In the event that Registry Operator believes an Approved Amendment does not meet the substantive requirements set out in this Section 7.6 or has been adopted in contravention of any of the procedural provisions of this Section 7.6, Registry Operator may challenge the adoption of such Special Amendment pursuant to the dispute resolution provisions set forth in Article 5, except that such arbitration shall be conducted by a three-person arbitration panel. Any such challenge must be brought within sixty (60) calendar days following the date ICANN provided notice to Registry Operator of the Approved Amendment, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process.

(h) Registry Operator may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an "Exemption Request") during the thirty (30) calendar day period following the date ICANN provided notice to Registry Operator of such Approved Amendment. 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 Registry Operator. An Exemption Request may only be granted upon a clear and convincing

showing by Registry Operator 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 Registry Operator. 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. 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. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. 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 Registry Operator 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 Article 5. 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 Registry Operator that are approved by ICANN pursuant to this Section 7.6(j), agreed to by ICANN following mediation pursuant to Section 5.1 or through an arbitration decision pursuant to Section 5.2 shall exempt Registry Operator from any Approved Amendment, and no Exemption Request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement or exempt Registry Operator from any Approved Amendment.

(i) Except as set forth in this Section 7.6, Section 7.7 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, and nothing in this Section 7.6 or Section 7.7 shall restrict ICANN and Registry Operator from entering into bilateral amendments and modifications to this Agreement negotiated solely between the two parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. For the avoidance of doubt, nothing in this Sections 7.6 or 7.7 shall be deemed to limit Registry Operator's obligation to comply with Section 2.2.

(j) For purposes of this Section 7.6, the following terms shall have the following meanings:

(i) "Applicable Registry Operators" means, collectively, the registry operators of top-level domains party to a registry agreement that contains a provision similar to this Section 7.6, including Registry Operator.

(ii) "Registry Operator Approval" means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators whose payments to ICANN accounted for two-thirds of the total amount of fees

(converted to U.S. dollars, if applicable, at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.

(iii) "Restricted Amendment" means the following: (A) an amendment of Specification 1, (B) except to the extent addressed in Section 2.10 hereof, an amendment that specifies the price charged by Registry Operator to registrars for domain name registrations, (C) an amendment to the definition of Registry Services as set forth in the first paragraph of Section 2.1 of Specification 6, or (D) an amendment to the length of the Term.

(iv) "Substantial and Compelling Reason in the Public Interest" means a reason that is justified by an important, specific, and articulated public interest goal that is within ICANN's mission and consistent with a balanced application of ICANN's core values as defined in ICANN's Bylaws.

(v) "Working Group" means representatives of the Applicable Registry Operators and other members of the community that the Registry Stakeholders Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registry Agreements (excluding bilateral amendments pursuant to Section 7.6(i)).

(k) Notwithstanding anything in this Section 7.6 to the contrary, (i) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for Approved Amendment to become effective with respect to Registry Operator, and (ii) no Approved Amendment adopted pursuant to Section 7.6 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

7.7 Negotiation Process.

(a) If either the Chief Executive Officer of ICANN ("CEO") or the Chairperson of the Registry Stakeholder Group ("Chair") desires to discuss any revision(s) to this Agreement, the CEO or Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Agreement (a "Negotiation Notice"). Notwithstanding the foregoing, neither the CEO nor the Chair may (i) propose revisions to this Agreement that modify any Consensus Policy then existing, (ii) propose revisions to this Agreement pursuant to this Section 7.7 on or before June 30, 2014, or (iii) propose revisions or submit a Negotiation Notice more than once during any twelve (12) month period beginning on July 1, 2014.

(b) Following receipt of the Negotiation Notice by either the CEO or the Chair, ICANN and the Working Group (as defined in Section 7.6) shall consult in good faith negotiations regarding the form and substance of the proposed revisions to this Agreement, which shall be in the form of a proposed amendment to this Agreement (the "Proposed Revisions"), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) and attempt to reach a mutually acceptable agreement relating to the Proposed Revisions (the "Discussion Period").

(c) If, following the conclusion of the Discussion Period, an agreement is reached on the Proposed Revisions, ICANN shall post the mutually agreed Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the "Posting Period") and provide notice of such revisions to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval (as defined in Section 7.6) and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(d) If, following the conclusion of the Discussion Period, an agreement is not reached between ICANN and the Working Group on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (the "Mediation Notice") requiring each party to attempt to resolve the disagreements related to the Proposed Revisions through impartial, facilitative (non-evaluative) mediation in accordance with the terms and conditions set forth below. In the event that a Mediation Notice is provided, ICANN and the Working Group shall, within fifteen (15) calendar days thereof, simultaneously post the text of their desired version of the Proposed Revisions and a position paper with respect thereto on ICANN's website.

(i) The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, who has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.7(d)(i).

(ii) The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the parties. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute.

(iii) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

(iv) If an agreement is reached during the mediation, ICANN shall post the mutually agreed Proposed Revisions on its website for the Posting Period and provide notice to all Applicable Registry Operators in accordance with Section 7.9. ICANN and the Working Group will consider the public comments submitted on the agreed Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators). Following the conclusion of the Posting Period, the Proposed Revisions shall be submitted for Registry Operator Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the Proposed Revisions shall be deemed an Approved Amendment (as defined in Section 7.6) by the Applicable Registry Operators and ICANN, and shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator.

(v) If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the mediation shall automatically terminate (unless extended by agreement of the parties). The mediator shall deliver to the parties a definition of the issues that could be considered in future arbitration, if invoked. Those issues are subject to the limitations set forth in Section 7.7(e)(ii) below.

(e) If, following mediation, ICANN and the Working Group have not reached an agreement on the Proposed Revisions, either the CEO or the Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable Registry Operators to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.2, subject to the requirements and limitations of this Section 7.7(e).

(i) If an Arbitration Notice is sent, the mediator's definition of issues, along with the Proposed Revisions (be those from ICANN, the Working Group or both) shall be posted for public comment on ICANN's website for a period of no less than thirty (30) calendar days. ICANN and the Working Group will consider the public comments submitted on the Proposed Revisions during the Posting Period (including comments submitted by the Applicable Registry Operators), and information regarding such comments and consideration shall be provided to a three (3) person arbitrator panel. Each party may modify its Proposed Revisions before and after the Posting Period. The arbitration proceeding may not commence prior to the closing of such public comment period, and ICANN may consolidate all challenges brought by registry operators (including Registry Operator) into a single proceeding. Except as set forth in this Section 7.7, the arbitration shall be conducted pursuant to Section 5.2.

(ii) No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Articles 1, 3 and 6; Sections 2.1, 2.2, 2.5, 2.7, 2.9,

2.10, 2.16, 2.17, 2.19, 4.1, 4.2, 7.3, 7.6, 7.7, 7.8, 7.10, 7.11, 7.12, 7.13, 7.14; Section 2.8 and Specification 7 (but only to the extent such Proposed Revisions seek to implement an RPM not contemplated by Sections 2.8 and Specification 7); Exhibit A; and Specifications 1, 4, 6, 10 and 11.

(iii) The mediator will brief the arbitrator panel regarding ICANN and the Working Group's respective proposals relating to the Proposed Revisions.

(iv) No amendment to this Agreement relating to the Proposed Revisions may be submitted for arbitration by either the Working Group or ICANN, unless, in the case of the Working Group, the proposed amendment has received Registry Operator Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

(v) In order for the arbitrator panel to approve either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of ICANN's core values (as described in ICANN's Bylaws) and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable Registry Operators and ICANN (as applicable), and the public benefit sought to be achieved by the Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the Working Group's proposed amendment relating to the Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to this Agreement upon sixty (60) calendar days notice from ICANN to Registry Operator and deemed an Approved Amendment hereunder.

(f) With respect to an Approved Amendment relating to an amendment proposed by ICANN, Registry may apply in writing to ICANN for an exemption from such amendment pursuant to the provisions of Section 7.6.

(g) Notwithstanding anything in this Section 7.7 to the contrary, (a) if Registry Operator provides evidence to ICANN's reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registry Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registry Operator, and (b) no Approved Amendment adopted pursuant to Section 7.7 shall become effective with respect to Registry Operator if Registry Operator provides ICANN with an irrevocable notice of termination pursuant to Section 4.4(b).

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

7.9 General Notices. Except for notices pursuant to Sections 7.6 and 7.7, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this Agreement. All notices under Sections 7.6 and 7.7 shall be given by both posting of the applicable information on ICANN's web site and transmission of such

information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Other than notices under Sections 7.6 or 7.7, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. Any notice required by Sections 7.6 or 7.7 will be deemed to have been given when electronically posted on ICANN's website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and Numbers
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536
USA
Telephone: +1-310-301-5800
Facsimile: +1-310-823-8649
Attention: President and CEO

With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:

Registry Services Corporation
Bldg 3, Ste 105
300 Welsh Rd
Horsham, PA 19046
Attention: CEO

Telephone: 215-706-5700
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

7.10 Entire Agreement. This Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject.

7.11 English Language Controls. Notwithstanding any translated version of this Agreement and/or specifications that may be provided to Registry Operator, the English language version of this Agreement and all referenced specifications are the official versions that bind the parties hereto. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version

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

7.12 Ownership Rights. Nothing contained in this Agreement shall be construed as (a) establishing or granting to Registry Operator any property ownership rights or interests of Registry Operator in the TLD or the letters, words, symbols or other characters making up the TLD string, or (b) affecting any existing intellectual property or ownership rights of Registry Operator.

7.13 Severability; Conflicts with Laws. This Agreement shall be deemed severable; the invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the balance of this Agreement or of any other term hereof, which shall remain in full force and effect. If any of the provisions hereof are determined to be invalid or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible. ICANN and the Working Group will mutually cooperate to develop an ICANN procedure for ICANN's review and consideration of alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement. Until such procedure is developed and implemented by ICANN, ICANN will review and consider alleged conflicts between applicable laws and non-WHOIS related provisions of this Agreement in a manner similar to ICANN's Procedure For Handling WHOIS Conflicts with Privacy Law.

7.14 Court Orders. ICANN will respect any order from a court of competent jurisdiction, including any orders from any jurisdiction where the consent or non-objection of the government was a requirement for the delegation of the TLD. Notwithstanding any other provision of this Agreement, ICANN's implementation of any such order will not be a breach of this Agreement

7.15 Confidentiality

(a) Subject to Section 7.15(c), during the Term and for a period of three (3) years thereafter, each party shall, and shall cause its and its Affiliates' officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement.

(b) The confidentiality obligations under Section 7.15(a) shall not apply to any Confidential Information that (i) is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no fault of the receiving party in breach of this Agreement, (ii) can be demonstrated by documentation or other competent proof to have been in the receiving party's possession prior to disclosure by the disclosing party without any obligation of confidentiality with respect to such information, (iii) is subsequently received by the receiving party from a third party who is not bound by any obligation of confidentiality with respect to such information, (iv) has been published by a third party or otherwise enters the public domain through no fault of the receiving party, or (v) can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving party without reference to the disclosing party's Confidential Information.

(c) Each party shall have the right to disclose Confidential Information to the extent that such disclosure is (i) made in response to a valid order of a court of competent jurisdiction or, if in the reasonable opinion of the receiving party's legal counsel, such disclosure is otherwise required by applicable law; provided, however, that the receiving party shall first have given notice to the disclosing party and given the disclosing party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment order requiring that the Confidential Information that is the subject of such order or other applicable law be held in confidence by such court or other third party recipient, unless the receiving party is not permitted to provide such notice under such order or applicable law, or (ii) made by the receiving party or any of its Affiliates to its or their attorneys, auditors, advisors, consultants, contractors or other third parties for use by such person or entity as may be necessary or useful in connection with the performance of the activities under this Agreement, provided that such third party is bound by confidentiality obligations at least as stringent as those set forth herein, either by written agreement or through professional responsibility standards.

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

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

REGISTRY SERVICES CORPORATION

By: _____
Steven Pack
Vice President of Corporate Affairs and Compliance

EXHIBIT A

Approved Services

The RSEP specifies processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the effective date of the Agreement, and Registry Operator may provide such services:

1. DNS Service – TLD Zone Contents

Notwithstanding anything else in this Agreement, as indicated in section 2.2.3.3 of the gTLD Applicant Guidebook, permissible contents for the TLD's zone are:

1.1. Apex SOA record

1.2. Apex NS records and in-bailiwick glue for the TLD's DNS servers

1.3. NS records and in-bailiwick glue for DNS servers of registered names in the TLD

1.4. DS records for registered names in the TLD

1.5. Records associated with signing the TLD zone (i.e., RRSIG, DNSKEY, NSEC, and NSEC3)

(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)

If Registry Operator wishes to place any DNS resource record type into its TLD DNS zone (other than those listed in Sections 1.1 through 1.5 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.

2. Anti-Abuse

Registry Operator may suspend, delete or otherwise make changes to domain names in compliance with its anti-abuse policy.

3. Whois Contact Lookup

Registry Operator may offer the Whois contact lookup service, which is a service that extends the functionality specified in Specification 4 by allowing the end-user to look up for Contact data using the contact ROID as the lookup key:

***Query format*:** whois "contact 5372809-ERL"

***Response format*:**

Contact ID: 5372808-ERL
Name: EXAMPLE REGISTRANT
Organization: EXAMPLE ORGANIZATION
Street: 123 EXAMPLE STREET
City: ANYTOWN
State/Province: AP
Postal Code: A1A1A1
Country: EX
Phone: +1.5555551212
Phone Ext: 1234
Fax: +1.5555551213
Fax Ext: 4321
Email: EMAIL@EXAMPLE.TLD
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

4. Bulk Transfer After Partial Portfolio Acquisition

Bulk Transfer After Partial Portfolio Acquisition (BTAPPA) is a registry service available to consenting registrars in the circumstance where one ICANN-accredited registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's domain name portfolio in the .PRO top-level domain.

At least fifteen days before completing a BTAPPA, the losing registrar must provide to all domain name registrants for names involved in the bulk transfer, written notice of the bulk change of sponsorship. The notice must include an explanation of how the Whois record will change after the bulk transfer occurs, and customer support and technical contact information of the gaining registrar.

If a domain is transferred under the BTAPPA service during any applicable registry grace period, there is no credit. The expiration dates of transferred registrations are not affected.

Domain names in the following statuses at the time of the Transfer Request will not be transferred in a BTAPPA: "pendingTransfer", "Redemption Grace Period (RGP)", or "pendingDelete". Domain names that are within the auto-renew grace period window are subject to bulk transfer, but Registry Operator may decline to provide a credit for those names deleted after the bulk transfer, but prior to the expiration of the auto-renew grace period window.

Registry Operator has discretion to reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Registry Operator or ICANN, or if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period.

5. Implementation Period

Registry Operator will have a 270 calendar days grace period, beginning on the Effective Date, to work with ICANN and backend providers to ensure that all technical operations and obligations have transitioned from the previous registry agreement for the TLD to this Registry Agreement.

6. Third-Level Registration

-

Registry Operator may offer domain name registrations at the third level in the following domain names:

6.1. Legal
- **6.1.1.** .law.pro
- **6.1.2.** .avocat.pro
- **6.1.3.** .bar.pro
- **6.1.4.** .recht.pro
- **6.1.5.** .jur.pro

6.2. Medical
6.2.1. .med.pro

6.3. Accountancy
6.3.1. .cpa.pro
6.3.2. .aaa.pro
6.3.3. .aca.pro
6.3.4. .acct.pro

6.4. Engineering
6.4.1. .eng.pro

6.5. Architecture
6.5.1. .arc.pro

6.6. Business
6.6.1. .bus.pro

6.7. Chiropractic
6.7.1. .chi.pro
6.7.2. .chiro.pro

6.8. Dentistry
6.8.1. .den.pro
6.8.2. .dent.pro

6.9. Education
6.9.1. prof.pro
6.9.2. .teach.pro

6.10. Nursing
6.10.1. .nur.pro
6.10.2. .nurse.pro

6.11. Pharmacy
6.11.1. .prx.pro
6.11.2. .pharma.pro

6.12. Religious Ministry
6.12.1. .rel.pro
6.12.2. .min. pro

6.13. Veterinary
6.13.1. .vet.pro

SPECIFICATION 1

CONSENSUS POLICIES AND TEMPORARY POLICIES SPECIFICATION

1. **Consensus Policies.**

1.1. "***Consensus Policies***" are those policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 1.2 of this Specification. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with the process set forth therein.

1.2. 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:

1.2.1 issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or Domain Name System ("DNS");

1.2.2 functional and performance specifications for the provision of Registry Services;

1.2.3 Security and Stability of the registry database for the TLD;

1.2.4 registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars;

1.2.5 resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names); or

1.2.6 restrictions on cross-ownership of registry operators and registrars or registrar resellers and regulations and restrictions with respect to registry operations and the use of registry and registrar data in the event that a registry operator and a registrar or registrar reseller are affiliated.

1.3. Such categories of issues referred to in Section 1.2 of this Specification shall include, without limitation:

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

1.3.2 prohibitions on warehousing of or speculation in domain names by registries or registrars;

1.3.3 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 (i) avoidance of confusion among or misleading of users, (ii) intellectual

property, or (iii) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration); and

1.3.4 maintenance of and access to accurate and up-to-date information concerning domain name registrations; and procedures to avoid disruptions of domain name registrations 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.

1.4. In addition to the other limitations on Consensus Policies, they shall not:

1.4.1 prescribe or limit the price of Registry Services;

1.4.2 modify the terms or conditions for the renewal or termination of the Registry Agreement;

1.4.3 modify the limitations on Temporary Policies (defined below) or Consensus Policies;

1.4.4 modify the provisions in the registry agreement regarding fees paid by Registry Operator to ICANN; or

1.4.5 modify ICANN's obligations to ensure equitable treatment of registry operators and act in an open and transparent manner.

2. **Temporary Policies**. Registry Operator shall comply with and implement all specifications or policies established by the Board on a temporary basis, if adopted by the Board by a vote of at least two-thirds of its members, so long as the Board reasonably determines that such modifications or amendments are justified and that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registry Services or the DNS ("***Temporary Policies***").

2.1. Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any Temporary Policy, the Board shall state the period of time for which the Temporary Policy is adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws.

2.1.1 ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the Temporary Policy and why the Board believes such Temporary Policy should receive the consensus support of Internet stakeholders.

2.1.2 If the period of time for which the Temporary Policy is adopted exceeds ninety (90) calendar days, the Board shall reaffirm its temporary adoption every ninety (90) calendar days for a total period not to exceed one (1) year, in order to maintain such Temporary Policy in effect until such time as it becomes a Consensus Policy. If the one (1) year period expires or, if during such one (1) year period, the Temporary Policy does not become a

Consensus Policy and is not reaffirmed by the Board, Registry Operator shall no longer be required to comply with or implement such Temporary Policy.

3. **Notice and Conflicts.** Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Policy in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services and Consensus Policies or any Temporary Policy, the Consensus Polices or Temporary Policy shall control, but only with respect to subject matter in conflict.

SPECIFICATION 2

DATA ESCROW REQUIREMENTS

Registry Operator will engage an independent entity to act as data escrow agent ("***Escrow Agent***") for the provision of data escrow services related to the Registry Agreement. The following Technical Specifications set forth in Part A, and Legal Requirements set forth in Part B, will be included in any data escrow agreement between Registry Operator and the Escrow Agent, under which ICANN must be named a third-party beneficiary. In addition to the following requirements, the data escrow agreement may contain other provisions that are not contradictory or intended to subvert the required terms provided below.

PART A – TECHNICAL SPECIFICATIONS

1. **Deposits**. There will be two types of Deposits: Full and Differential. For both types, the universe of Registry objects to be considered for data escrow are those objects necessary in order to offer all of the approved Registry Services.

    1.1. "**Full Deposit**" will consist of data that reflects the state of the registry as of 00:00:00 UTC (Coordinated Universal Time) on the day that such Full Deposit is submitted to Escrow Agent.

    1.2. "**Differential Deposit**" means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., newly added or modified domain names).

2. **Schedule for Deposits**. Registry Operator will submit a set of escrow files on a daily basis as follows:

    2.1. Each Sunday, a Full Deposit must be submitted to the Escrow Agent by 23:59 UTC.

    2.2. The other six (6) days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.

3. **Escrow Format Specification**.

    3.1. **Deposit's Format.** Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section 9, reference 2 of this Specification (collectively, the "DNDE Specification"). The DNDE Specification describes some elements as optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC, Registry Operator will use the most recent draft version of the DNDE Specification available at the Effective Date. Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date. Once the DNDE

Specification is published as an RFC, Registry Operator will implement that version of the DNDE Specification, no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.

3.2. **Extensions.** If a Registry Operator offers additional Registry Services that require submission of additional data, not included above, additional "extension schemas" shall be defined in a case by case basis to represent that data. These "extension schemas" will be specified as described in Part A, Section 9, reference 2 of this Specification. Data related to the "extensions schemas" will be included in the deposit file described in Part A, Section 3.1 of this Specification. ICANN and the respective Registry Operator shall work together to agree on such new objects' data escrow specifications.

4. **Processing of Deposit files.** The use of compression is recommended in order to reduce electronic data transfer times, and storage capacity requirements. Data encryption will be used to ensure the privacy of registry escrow data. Files processed for compression and encryption will be in the binary OpenPGP format as per OpenPGP Message Format - RFC 4880, see Part A, Section 9, reference 3 of this Specification. Acceptable algorithms for Public-key cryptography, Symmetric-key cryptography, Hash and Compression are those enumerated in RFC 4880, not marked as deprecated in OpenPGP IANA Registry, see Part A, Section 9, reference 4 of this Specification, that are also royalty-free. The process to follow for the data file in original text format is:

(1) The XML file of the deposit as described in Part A, Section 9, reference 1 of this Specification must be named as the containing file as specified in Section 5 but with the extension xml.

(2) The data file(s) are aggregated in a tarball file named the same as (1) but with extension tar.

(3) A compressed and encrypted OpenPGP Message is created using the tarball file as sole input. The suggested algorithm for compression is ZIP as per RFC 4880. The compressed data will be encrypted using the escrow agent's public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.

(4) The file may be split as necessary if, once compressed and encrypted, it is larger than the file size limit agreed with the escrow agent. Every part of a split file, or the whole file if not split, will be called a processed file in this section.

(5) A digital signature file will be generated for every processed file using the Registry Operator's private key. The digital signature file will be in binary OpenPGP format as per RFC 4880 Section 9, reference 3, and will not be compressed or encrypted. The suggested algorithms for Digital signatures are DSA and RSA as per RFC 4880. The suggested algorithm for Hashes in Digital signatures is SHA256.

(6) The processed files and digital signature files will then be transferred to the Escrow Agent through secure electronic mechanisms, such as, SFTP, SCP, HTTPS

file upload, etc. as agreed between the Escrow Agent and the Registry Operator. Non-electronic delivery through a physical medium such as CD-ROMs, DVD-ROMs, or USB storage devices may be used if authorized by ICANN.

(7) The Escrow Agent will then validate every (processed) transferred data file using the procedure described in Part A, Section 8 of this Specification.

5. **File Naming Conventions.** Files will be named according to the following convention: {gTLD}_{YYYY-MM-DD}_{type}_S{#}_R{rev}.{ext} where:

5.1. {gTLD} is replaced with the gTLD name; in case of an IDN-TLD, the ASCII-compatible form (A-Label) must be used;

5.2. {YYYY-MM-DD} is replaced by the date corresponding to the time used as a timeline watermark for the transactions; i.e. for the Full Deposit corresponding to 2009-08-02T00:00Z, the string to be used would be "2009-08-02";

5.3. {type} is replaced by:

(1) "full", if the data represents a Full Deposit;

(2) "diff", if the data represents a Differential Deposit;

(3) "thin", if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4;

5.4. {#} is replaced by the position of the file in a series of files, beginning with "1"; in case of a lone file, this must be replaced by "1".

5.5. {rev} is replaced by the number of revision (or resend) of the file beginning with "0":

5.6. {ext} is replaced by "sig" if it is a digital signature file of the quasi-homonymous file. Otherwise it is replaced by "ryde".

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

7. **Notification of Deposits.** Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification")) a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate. Registry

Operator will include the Deposit's "id" and "resend" attributes in its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.

If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.

8. **Verification Procedure**.

(1) The signature file of each processed file is validated.

(2) If processed files are pieces of a bigger file, the latter is put together.

(3) Each file obtained in the previous step is then decrypted and uncompressed.

(4) Each data file contained in the previous step is then validated against the format defined in Part A, Section 9, reference 1 of this Specification.

(5) If Part A, Section 9, reference 1 of this Specification includes a verification process, that will be applied at this step.

If any discrepancy is found in any of the steps, the Deposit will be considered incomplete.

9. **References**.

(1) Domain Name Data Escrow Specification (work in progress), http://tools.ietf.org/html/draft-arias-noguchi-registry-data-escrow

(2) Domain Name Registration Data (DNRD) Objects Mapping, http://tools.ietf.org/html/draft-arias-noguchi-dnrd-objects-mapping

(3) OpenPGP Message Format, http://www.rfc-editor.org/rfc/rfc4880.txt

(4) OpenPGP parameters, http://www.iana.org/assignments/pgp-parameters/pgp-parameters.xhtml

(5) ICANN interfaces for registries and data escrow agents, http://tools.ietf.org/html/draft-lozano-icann-registry-interfaces

PART B – LEGAL REQUIREMENTS

1. **Escrow Agent**. Prior to entering into an escrow agreement, the Registry Operator must provide notice to ICANN as to the identity of the Escrow Agent, and provide ICANN with contact information and a copy of the relevant escrow agreement, and all amendments thereto. In addition, prior to entering into an escrow agreement, Registry Operator must obtain the consent of ICANN to (a) use the specified Escrow Agent, and (b) enter into the

form of escrow agreement provided. ICANN must be expressly designated as a third-party beneficiary of the escrow agreement. ICANN reserves the right to withhold its consent to any Escrow Agent, escrow agreement, or any amendment thereto, all in its sole discretion.

2. **Fees**. Registry Operator must pay, or have paid on its behalf, fees to the Escrow Agent directly. If Registry Operator fails to pay any fee by the due date(s), the Escrow Agent will give ICANN written notice of such non-payment and ICANN may pay the past-due fee(s) within fifteen (15) calendar days after receipt of the written notice from Escrow Agent. Upon payment of the past-due fees by ICANN, ICANN shall have a claim for such amount against Registry Operator, which Registry Operator shall be required to submit to ICANN together with the next fee payment due under the Registry Agreement.

3. **Ownership**. Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the Registry Agreement any Deposit is released from escrow to ICANN, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed to ICANN or to a party designated in writing by ICANN on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis, for any use related to the operation, maintenance or transition of the TLD.

4. **Integrity and Confidentiality**. Escrow Agent will be required to (i) hold and maintain the Deposits in a secure, locked, and environmentally safe facility, which is accessible only to authorized representatives of Escrow Agent, (ii) protect the integrity and confidentiality of the Deposits using commercially reasonable measures and (iii) keep and safeguard each Deposit for one (1) year. ICANN and Registry Operator will be provided the right to inspect Escrow Agent's applicable records upon reasonable prior notice and during normal business hours. Registry Operator and ICANN will be provided with the right to designate a third-party auditor to audit Escrow Agent's compliance with the technical specifications and maintenance requirements of this Specification 2 from time to time.

   If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposits, Escrow Agent will promptly notify the Registry Operator and ICANN unless prohibited by law. After notifying the Registry Operator and ICANN, Escrow Agent shall allow sufficient time for Registry Operator or ICANN to challenge any such order, which shall be the responsibility of Registry Operator or ICANN; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent will cooperate with the Registry Operator or ICANN to support efforts to quash or limit any subpoena, at such party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission of a detailed request.

5. **Copies**. Escrow Agent may be permitted to duplicate any Deposit, in order to comply with the terms and provisions of the escrow agreement.

6. **Release of Deposits.** Escrow Agent will make available for electronic download (unless otherwise requested) to ICANN or its designee, within twenty-four (24) hours, at the Registry Operator's expense, all Deposits in Escrow Agent's possession in the event that the Escrow Agent receives a request from Registry Operator to effect such delivery to ICANN, or receives one of the following written notices by ICANN stating that:

6.1. the Registry Agreement has expired without renewal, or been terminated; or

6.2. ICANN has not received a notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent within five (5) calendar days after the Deposit's scheduled delivery date; (a) ICANN gave notice to Escrow Agent and Registry Operator of that failure; and (b) ICANN has not, within seven (7) calendar days after such notice, received the notification from Escrow Agent; or

6.3. ICANN has received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of failed verification of the latest escrow deposit for a specific date or a notification of a missing deposit, and the notification is for a deposit that should have been made on Sunday (i.e., a Full Deposit); (a) ICANN gave notice to Registry Operator of that receipt; and (b) ICANN has not, within seven (7) calendar days after such notice, received notification as described in Part B, Sections 7.1 and 7.2 of this Specification from Escrow Agent of verification of a remediated version of such Full Deposit; or

6.4. ICANN has received five notifications from Escrow Agent within the last thirty (30) calendar days notifying ICANN of either missing or failed escrow deposits that should have been made Monday through Saturday (i.e., a Differential Deposit), and (x) ICANN provided notice to Registry Operator of the receipt of such notifications; and (y) ICANN has not, within seven (7) calendar days after delivery of such notice to Registry Operator, received notification from Escrow Agent of verification of a remediated version of such Differential Deposit; or

6.5. Registry Operator has: (i) ceased to conduct its business in the ordinary course; or (ii) filed for bankruptcy, become insolvent or anything analogous to any of the foregoing under the laws of any jurisdiction anywhere in the world; or

6.6. Registry Operator has experienced a failure of critical registry functions and ICANN has asserted its rights pursuant to Section 2.13 of the Agreement; or

6.7. a competent court, arbitral, legislative, or government agency mandates the release of the Deposits to ICANN; or

6.8. pursuant to Contractual and Operational Compliance Audits as specified under Section 2.11 of the Agreement.

Unless Escrow Agent has previously released the Registry Operator's Deposits to ICANN or its designee, Escrow Agent will deliver all Deposits to ICANN upon expiration or termination of the Registry Agreement or the Escrow Agreement.

7. **Verification of Deposits.**

7.1. Within twenty-four (24) hours after receiving each Deposit or corrected Deposit, Escrow Agent must verify the format and completeness of each Deposit and deliver to ICANN a notification generated for each Deposit. Reports will be delivered electronically using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification.

7.2. If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify Registry Operator either by email, fax or phone and ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification) of such nonconformity or non-receipt within twenty-four (24) hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.

8. **Amendments.** Escrow Agent and Registry Operator shall amend the terms of the Escrow Agreement to conform to this Specification 2 within ten (10) calendar days of any amendment or modification to this Specification 2. In the event of a conflict between this Specification 2 and the Escrow Agreement, this Specification 2 shall control.

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

SPECIFICATION 3

FORMAT AND CONTENT FOR REGISTRY OPERATOR MONTHLY REPORTING

Registry Operator shall provide one set of monthly reports per gTLD, using the API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5, with the following content.

ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three (3) months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).

1. **Per-Registrar Transactions Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-transactions-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields per registrar:

Field #	Field name	Description
01	registrar-name	Registrar's full corporate name as registered with IANA
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids
03	total-domains	total domain names under sponsorship in any EPP status but pendingCreate that have not been purged
04	total-nameservers	total name servers (either host objects or name server hosts as domain name attributes) associated with domain names registered for the TLD in any EPP status but pendingCreate that have not been purged
05	net-adds-1-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of one (1) year (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
06		

	net-adds-2-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of two(2) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
07	net-adds-3-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of three (3) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
08	net-adds-4-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of four (4) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
09	net-adds-5-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of five (5) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
10	net-adds-6-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of six (6) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
11	net-adds-7-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of seven (7) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
12	net-adds-8-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of eight (8) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
13	net-adds-9-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of nine (9) years (and not deleted within the add grace period). A

		transaction must be reported in the month the add grace period ends.
14	net-adds-10-yr	number of domains successfully registered (i.e., not in EPP pendingCreate status) with an initial term of ten (10) years (and not deleted within the add grace period). A transaction must be reported in the month the add grace period ends.
15	net-renews-1-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of one (1) year (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
16	net-renews-2-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of two (2) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
17	net-renews-3-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of three (3) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
18	net-renews-4-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of four (4) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
19	net-renews-5-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of five (5) years (and not deleted within the renew or auto-renew grace period). A transaction must be

		reported in the month the renew or auto-renew grace period ends.
20	net-renews-6-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of six (6) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
21	net-renews-7-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of seven (7) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
22	net-renews-8-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of eight (8) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
23	net-renews-9-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of nine (9) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.
25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace

		period. A transaction must be reported in the month the transfer grace period ends.
26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were rejected (e.g., EPP transfer op="reject") by the other registrar
27	transfer-losing-successful	number of domain transfers initiated by another registrar that were successfully completed (either explicitly or automatically approved)
28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar rejected (e.g., EPP transfer op="reject")
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened)
30	transfer-disputed-lost	number of transfer disputes this registrar lost (reported in the month where the determination happened)
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened)
32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report
36	agp-exemption-requests	total number of AGP (add grace period) exemption requests
37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted
38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests

39	attempted-adds	number of attempted (both successful and failed) domain name create commands

The first line shall include the field names exactly as described in the table above as a "header line" as described in section 2 of RFC 4180. The last line of each report shall include totals for each column across all registrars; the first field of this line shall read "Totals" while the second field shall be left empty in that line. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

2. **Registry Functions Activity Report.** This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named "gTLD-activity-yyyymm.csv", where "gTLD" is the gTLD name; in case of an IDN-TLD, the A-label shall be used; "yyyymm" is the year and month being reported. The file shall contain the following fields:

Field #	Field Name	Description
01	operational-registrars	number of operational registrars at the end of the reporting period
02	ramp-up-registrars	number of registrars that have received a password for access to OT&E at the end of the reporting period
03	pre-ramp-up-registrars	number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period
04	zfa-passwords	number of active zone file access passwords at the end of the reporting period
05	whois-43-queries	number of WHOIS (port-43) queries responded during the reporting period
06	web-whois-queries	number of Web-based Whois queries responded during the reporting period, not including searchable Whois
07	searchable-whois-queries	number of searchable Whois queries responded during the reporting period, if offered
08	dns-udp-queries-received	number of DNS queries received over UDP transport during the reporting period
09	dns-udp-queries-responded	number of DNS queries received over UDP transport that were responded during the reporting period
10	dns-tcp-queries-received	number of DNS queries received over TCP transport during the reporting period
11	dns-tcp-queries-responded	number of DNS queries received over TCP transport that were responded during the reporting period

Field #	Field Name	Description
12	srs-dom-check	number of SRS (EPP and any other interface) domain name “check” requests responded during the reporting period
13	srs-dom-create	number of SRS (EPP and any other interface) domain name “create” requests responded during the reporting period
14	srs-dom-delete	number of SRS (EPP and any other interface) domain name “delete” requests responded during the reporting period
15	srs-dom-info	number of SRS (EPP and any other interface) domain name “info” requests responded during the reporting period
16	srs-dom-renew	number of SRS (EPP and any other interface) domain name “renew” requests responded during the reporting period
17	srs-dom-rgp-restore-report	number of SRS (EPP and any other interface) domain name RGP “restore” requests delivering a restore report responded during the reporting period
18	srs-dom-rgp-restore-request	number of SRS (EPP and any other interface) domain name RGP “restore” requests responded during the reporting period
19	srs-dom-transfer-approve	number of SRS (EPP and any other interface) domain name “transfer” requests to approve transfers responded during the reporting period
20	srs-dom-transfer-cancel	number of SRS (EPP and any other interface) domain name “transfer” requests to cancel transfers responded during the reporting period
21	srs-dom-transfer-query	number of SRS (EPP and any other interface) domain name “transfer” requests to query about a transfer responded during the reporting period
22	srs-dom-transfer-reject	number of SRS (EPP and any other interface) domain name “transfer” requests to reject transfers responded during the reporting period
23	srs-dom-transfer-request	number of SRS (EPP and any other interface) domain name “transfer” requests to request transfers responded during the reporting period
24	srs-dom-update	number of SRS (EPP and any other interface) domain name “update” requests (not including RGP restore requests) responded during the reporting period
25	srs-host-check	

Field #	Field Name	Description
		number of SRS (EPP and any other interface) host “check” requests responded during the reporting period
26	srs-host-create	number of SRS (EPP and any other interface) host “create” requests responded during the reporting period
27	srs-host-delete	number of SRS (EPP and any other interface) host “delete” requests responded during the reporting period
28	srs-host-info	number of SRS (EPP and any other interface) host “info” requests responded during the reporting period
29	srs-host-update	number of SRS (EPP and any other interface) host “update” requests responded during the reporting period
30	srs-cont-check	number of SRS (EPP and any other interface) contact “check” requests responded during the reporting period
31	srs-cont-create	number of SRS (EPP and any other interface) contact “create” requests responded during the reporting period
32	srs-cont-delete	number of SRS (EPP and any other interface) contact “delete” requests responded during the reporting period
33	srs-cont-info	number of SRS (EPP and any other interface) contact “info” requests responded during the reporting period
34	srs-cont-transfer-approve	number of SRS (EPP and any other interface) contact “transfer” requests to approve transfers responded during the reporting period
35	srs-cont-transfer-cancel	number of SRS (EPP and any other interface) contact “transfer” requests to cancel transfers responded during the reporting period
36	srs-cont-transfer-query	number of SRS (EPP and any other interface) contact “transfer” requests to query about a transfer responded during the reporting period
37	srs-cont-transfer-reject	number of SRS (EPP and any other interface) contact “transfer” requests to reject transfers responded during the reporting period
38	srs-cont-transfer-request	number of SRS (EPP and any other interface) contact “transfer” requests to request transfers responded during the reporting period

Field #	Field Name	Description
39	srs-cont-update	number of SRS (EPP and any other interface) contact “update” requests responded during the reporting period

The first line shall include the field names exactly as described in the table above as a “header line” as described in section 2 of RFC 4180. No other lines besides the ones described above shall be included. Line breaks shall be <U+000D, U+000A> as described in RFC 4180.

For gTLDs that are part of a single-instance Shared Registry System, the Registry Functions Activity Report may include the total contact or host transactions for all the gTLDs in the system.

SPECIFICATION 4

REGISTRATION DATA PUBLICATION SERVICES

1. **Registration Data Directory Services.** Until ICANN requires a different protocol, Registry Operator will operate a WHOIS service available via port 43 in accordance with RFC 3912, and a web-based Directory Service at <whois.nic.TLD> providing free public query-based access to at least the following elements in the following format. ICANN reserves the right to specify alternative formats and protocols, and upon such specification, the Registry Operator will implement such alternative specification as soon as reasonably practicable.

   Registry Operator shall implement a new standard supporting access to domain name registration data (SAC 051) no later than one hundred thirty-five (135) days after it is requested by ICANN if: 1) the IETF produces a standard (i.e., it is published, at least, as a Proposed Standard RFC as specified in RFC 2026); and 2) its implementation is commercially reasonable in the context of the overall operation of the registry.

   1.1. The format of responses shall follow a semi-free text format outline below, followed by a blank line and a legal disclaimer specifying the rights of Registry Operator, and of the user querying the database.

   1.2. Each data object shall be represented as a set of key/value pairs, with lines beginning with keys, followed by a colon and a space as delimiters, followed by the value.

   1.3. For fields where more than one value exists, multiple key/value pairs with the same key shall be allowed (for example to list multiple name servers). The first key/value pair after a blank line should be considered the start of a new record, and should be considered as identifying that record, and is used to group data, such as hostnames and IP addresses, or a domain name and registrant information, together.

   1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.

   1.5. **Domain Name Data:**

      1.5.1 **Query format:** whois EXAMPLE.TLD

      1.5.2 **Response format:**

      Domain Name: EXAMPLE.TLD
      Domain ID: D1234567-TLD
      WHOIS Server: whois.example.tld
      Referral URL: http://www.example.tld
      Updated Date: 2009-05-29T20:13:00Z
      Creation Date: 2000-10-08T00:45:00Z
      Registry Expiry Date: 2010-10-08T00:44:59Z

Sponsoring Registrar: EXAMPLE REGISTRAR LLC
Sponsoring Registrar IANA ID: 5555555
Domain Status: clientDeleteProhibited
Domain Status: clientRenewProhibited
Domain Status: clientTransferProhibited
Domain Status: serverUpdateProhibited
Registrant ID: 5372808-ERL
Registrant Name: EXAMPLE REGISTRANT
Registrant Organization: EXAMPLE ORGANIZATION
Registrant Street: 123 EXAMPLE STREET
Registrant City: ANYTOWN
Registrant State/Province: AP
Registrant Postal Code: A1A1A1
Registrant Country: EX
Registrant Phone: +1.5555551212
Registrant Phone Ext: 1234
Registrant Fax: +1.5555551213
Registrant Fax Ext: 4321
Registrant Email: EMAIL@EXAMPLE.TLD
Admin ID: 5372809-ERL
Admin Name: EXAMPLE REGISTRANT ADMINISTRATIVE
Admin Organization: EXAMPLE REGISTRANT ORGANIZATION
Admin Street: 123 EXAMPLE STREET
Admin City: ANYTOWN
Admin State/Province: AP
Admin Postal Code: A1A1A1
Admin Country: EX
Admin Phone: +1.5555551212
Admin Phone Ext: 1234
Admin Fax: +1.5555551213
Admin Fax Ext:
Admin Email: EMAIL@EXAMPLE.TLD
Tech ID: 5372811-ERL
Tech Name: EXAMPLE REGISTRAR TECHNICAL
Tech Organization: EXAMPLE REGISTRAR LLC
Tech Street: 123 EXAMPLE STREET
Tech City: ANYTOWN
Tech State/Province: AP
Tech Postal Code: A1A1A1
Tech Country: EX
Tech Phone: +1.1235551234
Tech Phone Ext: 1234
Tech Fax: +1.5555551213
Tech Fax Ext: 93
Tech Email: EMAIL@EXAMPLE.TLD
Name Server: NS01.EXAMPLEREGISTRAR.TLD
Name Server: NS02.EXAMPLEREGISTRAR.TLD
DNSSEC: signedDelegation

DNSSEC: unsigned
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.6. **Registrar Data:**

1.6.1 **Query format**: whois "registrar Example Registrar, Inc."

1.6.2 **Response format**:

Registrar Name: Example Registrar, Inc.
Street: 1234 Admiralty Way
City: Marina del Rey
State/Province: CA
Postal Code: 90292
Country: US
Phone Number: +1.3105551212
Fax Number: +1.3105551213
Email: registrar@example.tld
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
Admin Contact: Joe Registrar
Phone Number: +1.3105551213
Fax Number: +1.3105551213
Email: joeregistrar@example-registrar.tld
Admin Contact: Jane Registrar
Phone Number: +1.3105551214
Fax Number: +1.3105551213
Email: janeregistrar@example-registrar.tld
Technical Contact: John Geek
Phone Number: +1.3105551215
Fax Number: +1.3105551216
Email: johngeek@example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.7. **Nameserver Data:**

1.7.1 **Query format**: whois "NS1.EXAMPLE.TLD", whois "nameserver (nameserver name)", or whois "nameserver (IP Address)"

1.7.2 **Response format:**

Server Name: NS1.EXAMPLE.TLD
IP Address: 192.0.2.123
IP Address: 2001:0DB8::1
Registrar: Example Registrar, Inc.
WHOIS Server: whois.example-registrar.tld
Referral URL: http://www.example-registrar.tld
>>> Last update of WHOIS database: 2009-05-29T20:15:00Z <<<

1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers (the extension will be provided as a separate field as shown above), email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.

1.9. In order to be compatible with ICANN's common interface for WHOIS (InterNIC), WHOIS output shall be in the format outline above.

1.10. **Searchability.** Offering searchability capabilities on the Directory Services is optional but if offered by the Registry Operator it shall comply with the specification described in this section.

1.10.1 Registry Operator will offer searchability on the web-based Directory Service.

1.10.2 Registry Operator will offer partial match capabilities, at least, on the following fields: domain name, contacts and registrant's name, and contact and registrant's postal address, including all the sub-fields described in EPP (e.g., street, city, state or province, etc.).

1.10.3 Registry Operator will offer exact-match capabilities, at least, on the following fields: registrar id, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).

1.10.4 Registry Operator will offer Boolean search capabilities supporting, at least, the following logical operators to join a set of search criteria: AND, OR, NOT.

1.10.5 Search results will include domain names matching the search criteria.

1.10.6 Registry Operator will: 1) implement appropriate measures to avoid abuse of this feature (e.g., permitting access only to legitimate authorized users); and 2) ensure the feature is in compliance with any applicable privacy laws or policies.

1.11. Registry Operator shall provide a link on the primary website for the TLD (i.e., the website provided to ICANN for publishing on the ICANN website) to a web page designated by ICANN containing WHOIS policy and educational materials.

2. **Zone File Access**

2.1. **Third-Party Access**

2.1.1 **Zone File Access Agreement.** Registry Operator will enter into an agreement with any Internet user, which will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated

and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the "CZDA Provider"). Registry Operator (optionally through the CZDA Provider) will provide access to zone file data per Section 2.1.3 of this Specification and do so using the file format described in Section 2.1.4 of this Specification. Notwithstanding the foregoing, (a) the CZDA Provider may reject the request for access of any user that does not satisfy the credentialing requirements in Section 2.1.2 below; (b) Registry Operator may reject the request for access of any user that does not provide correct or legitimate credentials under Section 2.1.2 below or where Registry Operator reasonably believes will violate the terms of Section 2.1.5. below; and, (c) Registry Operator may revoke access of any user if Registry Operator has evidence to support that the user has violated the terms of Section 2.1.5 below.

2.1.2 **Credentialing Requirements**. Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address and IP address.

2.1.3 **Grant of Access.** Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File FTP (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry's zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator's (optionally CZDA Provider's) Zone File hosting server, and to transfer a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using FTP, or other data transport and access protocols that may be prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called < zone>.zone.gz, with <zone>.zone.gz.md5 and < zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern< zone>-yyyymmdd.zone.gz, etc.

2.1.4 **File Format Standard.** Registry Operator (optionally through the CZDA Provider) will provide zone files using a subformat of the standard Master File format as originally defined in RFC 1035, Section 5, including all the records present in the actual zone used in the public DNS. Sub-format is as follows:

1. Each record must include all fields in one line as: <domain-name> <TTL> < class> <type> <RDATA>.

2. Class and Type must use the standard mnemonics and must be in lower case.

3. TTL must be present as a decimal integer.

4. Use of /X and /DDD inside domain names is allowed.

5. All domain names must be in lower case.

6. Must use exactly one tab as separator of fields inside a record.

7. All domain names must be fully qualified.

8. No $ORIGIN directives.

9. No use of "@" to denote current origin.

10. No use of "blank domain names" at the beginning of a record to continue the use of the domain name in the previous record.

11. No $INCLUDE directives.

12. No $TTL directives.

13. No use of parentheses, e.g., to continue the list of fields in a record across a line boundary.

14. No use of comments.

15. No blank lines.

16. The SOA record should be present at the top and (duplicated at) the end of the zone file.

17. With the exception of the SOA record, all the records in a file must be in alphabetical order.

18. One zone per file. If a TLD divides its DNS data into multiple zones, each goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.

2.1.5 **Use of Data by User.** Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to and use and disclosure of the data and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to, (i) allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than user's own existing customers, or (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar.

2.1.6 **Term of Use.** Registry Operator, through CZDA Provider, will provide each user with access to the zone file for a period of not less than three (3) months. Registry Operator will allow users to renew their Grant of Access.

2.1.7 **No Fee for Access.** Registry Operator will provide, and CZDA Provider will facilitate, access to the zone file to user at no cost.

2.2. **Co-operation**

2.2.1 **Assistance.** Registry Operator will co-operate and provide reasonable assistance to ICANN and the CZDA Provider to facilitate and maintain the efficient access of zone file data by permitted users as contemplated under this Schedule.

2.3. **ICANN Access.** Registry Operator shall provide bulk access to the zone files for the TLD to ICANN or its designee on a continuous basis in the manner ICANN may reasonably specify from time to time. Access will be provided at least daily. Zone files will include SRS data committed as close as possible to 00:00:00 UTC.

2.4. **Emergency Operator Access.** Registry Operator shall provide bulk access to the zone files for the TLD to the Emergency Operators designated by ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time.

3. **Bulk Registration Data Access to ICANN**

3.1. **Periodic Access to Thin Registration Data.** In order to verify and ensure the operational stability of Registry Services as well as to facilitate compliance checks on accredited registrars, Registry Operator will provide ICANN on a weekly basis (the day to be designated by ICANN) with up-to-date Registration Data as specified below. Data will include data committed as of 00:00:00 UTC on the day previous to the one designated for retrieval by ICANN.

3.1.1 **Contents.** Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), registrar id (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar repository object id (roid), hostname of registrar Whois server, and URL of registrar.

3.1.2 **Format.** The data will be provided in the format specified in Specification 2 for Data Escrow (including encryption, signing, etc.) but including only the fields mentioned in the previous section, i.e., the file will only contain Domain and Registrar objects with the fields mentioned above. Registry Operator has the option to provide a full deposit file instead as specified in Specification 2.

3.1.3 **Access.** Registry Operator will have the file(s) ready for download as of 00:00:00 UTC on the day designated for retrieval by ICANN. The file(s) will be made available for download by SFTP, though ICANN may request other means in the future.

3.2. **Exceptional Access to Thick Registration Data.** In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry

Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data as soon as commercially practicable, but in no event later than five (5) calendar days following ICANN's request. Unless otherwise agreed by Registry Operator and ICANN, the file will be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.

SPECIFICATION 5

SCHEDULE OF RESERVED NAMES

Except to the extent that ICANN otherwise expressly authorizes in writing, and subject to the terms and conditions of this Specification, Registry Operator shall reserve the following labels from initial (i.e., other than renewal) registration within the TLD. If using self-allocation, the Registry Operator must show the registration in the RDDS. In the case of IDN names (as indicated below), IDN variants will be identified according to the registry operator IDN registration policy, where applicable.

1. **Example.** The ASCII label "EXAMPLE" shall be withheld from registration or allocated to Registry Operator at the second level and at all other levels within the TLD at which Registry Operator offers registrations (such second level and all other levels are collectively referred to herein as, "All Levels"). Such label may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, such withheld or allocated label shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such name without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

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

   - All single, two, and three-character labels that were previously reserved by the Registry Operator prior to the Effective Date of this Registry Agreement may be allocated through ICANN-accredited registrars according to a phased allocation program ("Phased Allocation Program"). The domain names included within the scope of the Phased Allocation Program shall be limited to single, two and three-character labels. Registry Operator reserves the right to not allocate all single, two, and three-character labels. Pursuant to the Phased Allocation Program, Registry Operator may elect to allocate labels by applying one or more of the following processes: 1) request for proposals and allocation based on evaluation criteria; 2) auction; or 3) first come, first serve registration.

3. **Reservations for Registry Operations.**

   3.1. The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the DNS, as necessary for the operation of the TLD. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of

an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

3.2. Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to another person or entity at Registry Operator's discretion. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

4. **Country and Territory Names.** The country and territory names (including their IDN variants, where applicable) contained in the following internationally recognized lists shall be withheld from registration or allocated to Registry Operator at All Levels:

4.1. the short form (in English) of all country and territory names contained on the ISO 3166-1 list, as updated from time to time, including the European Union, which is exceptionally reserved on the ISO 3166-1 list, and its scope extended in August 1999 to any application needing to represent the name European Union < http://www.iso.org/iso/support/country_codes/iso_3166_code_lists/iso-3166-1_decoding_table.htm>;

4.2. the United Nations Group of Experts on Geographical Names, Technical Reference Manual for the Standardization of Geographical Names, Part III Names of Countries of the World; and

4.3. the list of United Nations member states in 6 official United Nations languages prepared by the Working Group on Country Names of the United Nations Conference on the Standardization of Geographical Names;

provided, that the reservation of specific country and territory names (including their IDN variants according to the registry operator IDN registration policy, where applicable) may be released to the extent that Registry Operator reaches agreement with the applicable government(s). Registry Operator must not activate such names in the DNS; provided, that Registry Operator may propose the release of these reservations, subject to review by ICANN's Governmental Advisory Committee and approval by ICANN. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

5. **International Olympic Committee; International Red Cross and Red Crescent Movement.** As instructed from time to time by ICANN, the names (including their IDN

variants, where applicable) relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at http://www.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional International Olympic Committee, International Red Cross and Red Crescent Movement names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

6. **Intergovernmental Organizations**. As instructed from time to time by ICANN, Registry Operator will implement the protections mechanism determined by the ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. A list of reserved names for this Section 6 is available at http://www.icann.org/en/resources/registries/reserved. Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator. Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.

SPECIFICATION 6

REGISTRY INTEROPERABILITY AND CONTINUITY SPECIFICATIONS

1. **Standards Compliance**

1.1. **DNS.** Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1123, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").

1.2. **EPP.** Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 (if using host objects), 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.

1.3. **DNSSEC.** Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC"). During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC 4641 and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841.

1.4. **IDN.** If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines.

1.5. **IPv6.** Registry Operator shall be able to accept IPv6 addresses as glue records in its Registry System and publish them in the DNS. Registry Operator shall offer public IPv6 transport for, at least, two of the Registry's name servers listed in the root zone with the corresponding IPv6 addresses registered with IANA. Registry Operator should follow "DNS IPv6 Transport Operational Guidelines" as described in BCP 91 and the recommendations and considerations described in RFC 4472. Registry Operator shall offer public IPv6 transport for its Registration Data Publication Services as defined in Specification 4 of this Agreement; e.g., Whois (RFC 3912), Web based Whois. Registry Operator shall offer public IPv6 transport for its Shared Registration System (SRS) to any Registrar, no later than six (6) months after receiving the first request in writing from a gTLD accredited Registrar willing to operate with the SRS over IPv6.

2. **Registry Services**

2.1. **Registry Services.** "Registry Services" are, for purposes of the Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry DNS servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy as defined in Specification 1; (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

2.2. **Wildcard Prohibition.** For domain names which are either not registered, or the registrant has not supplied valid records such as NS records for listing in the DNS zone file, or their status does not allow them to be published in the DNS, the use of DNS wildcard Resource Records as described in RFCs 1034 and 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is prohibited. When queried for such domain names the authoritative name servers must return a "Name Error" response (also known as NXDOMAIN), RCODE 3 as described in RFC 1035 and related RFCs. This provision applies for all DNS zone files at all levels in the DNS tree for which the Registry Operator (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

3. **Registry Continuity**

3.1. **High Availability.** Registry Operator will conduct its operations using network and geographically diverse, redundant servers (including network-level redundancy, end-node level redundancy and the implementation of a load balancing scheme where applicable) to ensure continued operation in the case of technical failure (widespread or local), or an extraordinary occurrence or

circumstance beyond the control of the Registry Operator. Registry Operator's emergency operations department shall be available at all times to respond to extraordinary occurrences.

3.2. **Extraordinary Event.** Registry Operator will use commercially reasonable efforts to restore the critical functions of the registry within twenty-four (24) hours after the termination of an extraordinary event beyond the control of the Registry Operator and restore full system functionality within a maximum of forty-eight (48) hours following such event, depending on the type of critical function involved. Outages due to such an event will not be considered a lack of service availability.

3.3. **Business Continuity.** Registry Operator shall maintain a business continuity plan, which will provide for the maintenance of Registry Services in the event of an extraordinary event beyond the control of the Registry Operator or business failure of Registry Operator, and may include the designation of a Registry Services continuity provider. If such plan includes the designation of a Registry Services continuity provider, Registry Operator shall provide the name and contact information for such Registry Services continuity provider to ICANN. In the case of an extraordinary event beyond the control of the Registry Operator where the Registry Operator cannot be contacted, Registry Operator consents that ICANN may contact the designated Registry Services continuity provider, if one exists. Registry Operator shall conduct Registry Services Continuity testing at least once per year.

4. **Abuse Mitigation**

4.1. **Abuse Contact.** Registry Operator shall provide to ICANN and publish on its website its accurate contact details including a valid email and mailing address as well as a primary contact for handling inquiries related to malicious conduct in the TLD, and will provide ICANN with prompt notice of any changes to such contact details.

4.2. **Malicious Use of Orphan Glue Records.** Registry Operator shall take action to remove orphan glue records (as defined at http://www.icann.org/en/committees/security/sac048.pdf) when provided with evidence in written form that such records are present in connection with malicious conduct.

5. **Supported Initial and Renewal Registration Periods**

5.1. **Initial Registration Periods.** Initial registrations of registered names may be made in the registry in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt, initial registrations of registered names may not exceed ten (10) years.

5.2. **Renewal Periods.** Renewal of registered names may be made in one (1) year increments for up to a maximum of ten (10) years. For the avoidance of doubt,

renewal of registered names may not extend their registration period beyond ten (10) years from the time of the renewal.

SPECIFICATION 7

MINIMUM REQUIREMENTS FOR RIGHTS PROTECTION MECHANISMS

1. **Rights Protection Mechanisms.** Registry Operator may develop and implement rights protection mechanisms ("RPMs") that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include RPMs developed and implemented by Registry Operator in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse.

2. **Dispute Resolution Mechanisms.** Registry Operator will comply with the following dispute resolution mechanisms as they may be revised from time to time:

   a. the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP) adopted by ICANN (posted at http://www.icann.org/en/resources/registries/pddrp). Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PDDRP panel and to be bound by any such determination; and

   b. the Uniform Rapid Suspension system ("URS") adopted by ICANN (posted at http://www.icann.org/en/resources/registries/urs), including the implementation of determinations issued by URS examiners.

SPECIFICATION 8

[RESERVED]

SPECIFICATION 9

REGISTRY OPERATOR CODE OF CONDUCT

1. In connection with the operation of the registry for the TLD, Registry Operator will not, and will not allow any parent, subsidiary, Affiliate, subcontractor or other related entity, to the extent such party is engaged in the provision of Registry Services with respect to the TLD (each, a "Registry Related Party"), to:

   a. directly or indirectly show any preference or provide any special consideration to any registrar with respect to operational access to registry systems and related registry services, unless comparable opportunities to qualify for such preferences or considerations are made available to all registrars on substantially similar terms and subject to substantially similar conditions;

   b. register domain names in its own right, except for names registered through an ICANN accredited registrar; provided, however, that Registry Operator may reserve names from registration pursuant to Section 2.6 of the Agreement;

   c. register names in the TLD or sub-domains of the TLD based upon proprietary access to information about searches or resolution requests by consumers for domain names not yet registered (commonly known as, "front-running"); or

   d. allow any Affiliated registrar to disclose Personal Data about registrants to Registry Operator or any Registry Related Party, except as reasonably necessary for the management and operations of the TLD, unless all unrelated third parties (including other registry operators) are given equivalent access to such user data on substantially similar terms and subject to substantially similar conditions.

2. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will, or will cause such Registry Related Party to, ensure that such services are offered through a legal entity separate from Registry Operator, and maintain separate books of accounts with respect to its registrar or registrar-reseller operations.

3. If Registry Operator or a Registry Related Party also operates as a provider of registrar or registrar-reseller services, Registry Operator will conduct internal reviews at least once per calendar year to ensure compliance with this Code of Conduct. Within twenty (20) calendar days following the end of each calendar year, Registry Operator will provide the results of the internal review, along with a certification executed by an executive officer of Registry Operator certifying as to Registry Operator's compliance with this Code of Conduct, via email to an address to be provided by ICANN. (ICANN may specify in the future the form and contents of such reports or that the reports be delivered by other reasonable means.) Registry Operator agrees that ICANN may publicly post such results and certification; provided, however, ICANN shall not disclose Confidential Information contained in such results except in accordance with Section 7.15 of the Agreement.

4. Nothing set forth herein shall: (i) limit ICANN from conducting investigations of claims of Registry Operator's non-compliance with this Code of Conduct; or (ii) provide grounds

for Registry Operator to refuse to cooperate with ICANN investigations of claims of Registry Operator's non-compliance with this Code of Conduct.

5. Nothing set forth herein shall limit the ability of Registry Operator or any Registry Related Party, to enter into arms-length transactions in the ordinary course of business with a registrar or reseller with respect to products and services unrelated in all respects to the TLD.

6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN's reasonable discretion, if Registry Operator demonstrates to ICANN's reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for the exclusive use of Registry Operator or its Affiliates, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.

SPECIFICATION 10

REGISTRY PERFORMANCE SPECIFICATIONS

1. **Definitions**

1.1. **DNS.** Refers to the Domain Name System as specified in RFCs 1034, 1035, and related RFCs.

1.2. **DNSSEC proper resolution.** There is a valid DNSSEC chain of trust from the root trust anchor to a particular domain name, e.g., a TLD, a domain name registered under a TLD, etc.

1.3. **EPP.** Refers to the Extensible Provisioning Protocol as specified in RFC 5730 and related RFCs.

1.4. **IP address.** Refers to IPv4 or IPv6 addresses without making any distinction between the two. When there is need to make a distinction, IPv4 or IPv6 is used.

1.5. **Probes.** Network hosts used to perform (DNS, EPP, etc.) tests (see below) that are located at various global locations.

1.6. **RDDS.** Registration Data Directory Services refers to the collective of WHOIS and Web-based WHOIS services as defined in Specification 4 of this Agreement.

1.7. **RTT.** Round-Trip Time or RTT refers to the time measured from the sending of the first bit of the first packet of the sequence of packets needed to make a request until the reception of the last bit of the last packet of the sequence needed to receive the response. If the client does not receive the whole sequence of packets needed to consider the response as received, the request will be considered unanswered.

1.8. **SLR.** Service Level Requirement is the level of service expected for a certain parameter being measured in a Service Level Agreement (SLA).

2. **Service Level Agreement Matrix**

	Parameter	SLR (monthly basis)
DNS	DNS service availability	0 min downtime = 100% availability
	DNS name server availability	≤ 432 min of downtime (≈ 99%)
	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries
	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries
	DNS update time	≤ 60 min, for at least 95% of the probes
RDDS	RDDS availability	≤ 864 min of downtime (≈ 98%)
	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries
	RDDS update time	≤ 60 min, for at least 95% of the probes
EPP	EPP service availability	≤ 864 min of downtime (≈ 98%)
	EPP session-command RTT	≤ 4000 ms, for at least 90% of the commands

	EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands
	EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands

Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.

3. **DNS**

3.1. **DNS service availability.** Refers to the ability of the group of listed-as-authoritative name servers of a particular domain name (e.g., a TLD), to answer DNS queries from DNS probes. For the service to be considered available at a particular moment, at least, two of the delegated name servers registered in the DNS must have successful results from "**DNS tests**" to each of their public-DNS registered "**IP addresses**" to which the name server resolves. If 51% or more of the DNS testing probes see the service as unavailable during a given time, the DNS service will be considered unavailable.

3.2. **DNS name server availability.** Refers to the ability of a public-DNS registered "**IP address**" of a particular name server listed as authoritative for a domain name, to answer DNS queries from an Internet user. All the public DNS-registered "**IP address**" of all name servers of the domain name being monitored shall be tested individually. If 51% or more of the DNS testing probes get undefined/unanswered results from "**DNS tests**" to a name server "**IP address**" during a given time, the name server "**IP address**" will be considered unavailable.

3.3. **UDP DNS resolution RTT.** Refers to the **RTT** of the sequence of two packets, the UDP DNS query and the corresponding UDP DNS response. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.4. **TCP DNS resolution RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the DNS response for only one DNS query. If the **RTT** is 5 times greater than the time specified in the relevant **SLR**, the **RTT** will be considered undefined.

3.5. **DNS resolution RTT.** Refers to either "**UDP DNS resolution RTT**" or "**TCP DNS resolution RTT**".

3.6. **DNS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, until the name servers of the parent domain name answer "**DNS queries**" with data consistent with the change made. This only applies for changes to DNS information.

3.7. **DNS test.** Means one non-recursive DNS query sent to a particular "**IP address**" (via UDP or TCP). If DNSSEC is offered in the queried DNS zone, for a query to be considered answered, the signatures must be positively verified against a

corresponding DS record published in the parent zone or, if the parent is not signed, against a statically configured Trust Anchor. The answer to the query must contain the corresponding information from the Registry System, otherwise the query will be considered unanswered. A query with a "**DNS resolution RTT**" 5 times higher than the corresponding SLR, will be considered unanswered. The possible results to a DNS test are: a number in milliseconds corresponding to the "**DNS resolution RTT**" or, undefined/unanswered.

3.8. **Measuring DNS parameters.** Every minute, every DNS probe will make an UDP or TCP "**DNS test**" to each of the public-DNS registered "**IP addresses**" of the name servers of the domain name being monitored. If a "**DNS test**" result is undefined/unanswered, the tested IP will be considered unavailable from that probe until it is time to make a new test.

3.9. **Collating the results from DNS probes.** The minimum number of active testing probes to consider a measurement valid is 20 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

3.10. **Distribution of UDP and TCP queries.** DNS probes will send UDP or TCP "**DNS test**" approximating the distribution of these queries.

3.11. **Placement of DNS probes.** Probes for measuring DNS parameters shall be placed as near as possible to the DNS resolvers on the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

4. **RDDS**

4.1. **RDDS availability.** Refers to the ability of all the RDDS services for the TLD, to respond to queries from an Internet user with appropriate data from the relevant Registry System. If 51% or more of the RDDS testing probes see any of the RDDS services as unavailable during a given time, the RDDS will be considered unavailable.

4.2. **WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the WHOIS response. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.3. **Web-based-WHOIS query RTT.** Refers to the **RTT** of the sequence of packets from the start of the TCP connection to its end, including the reception of the HTTP response for only one HTTP request. If Registry Operator implements a multiple-step process to get to the information, only the last step shall be measured. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

4.4. **RDDS query RTT.** Refers to the collective of "**WHOIS query RTT**" and "**Web-based- WHOIS query RTT**".

4.5. **RDDS update time.** Refers to the time measured from the reception of an EPP confirmation to a transform command on a domain name, host or contact, up until the servers of the RDDS services reflect the changes made.

4.6. **RDDS test.** Means one query sent to a particular "**IP address**" of one of the servers of one of the RDDS services. Queries shall be about existing objects in the Registry System and the responses must contain the corresponding information otherwise the query will be considered unanswered. Queries with an **RTT** 5 times higher than the corresponding SLR will be considered as unanswered. The possible results to an RDDS test are: a number in milliseconds corresponding to the **RTT** or undefined/unanswered.

4.7. **Measuring RDDS parameters.** Every 5 minutes, RDDS probes will select one IP address from all the public-DNS registered "**IP addresses**" of the servers for each RDDS service of the TLD being monitored and make an "**RDDS test**" to each one. If an "**RDDS test**" result is undefined/unanswered, the corresponding RDDS service will be considered as unavailable from that probe until it is time to make a new test.

4.8. **Collating the results from RDDS probes.** The minimum number of active testing probes to consider a measurement valid is 10 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

4.9. **Placement of RDDS probes.** Probes for measuring RDDS parameters shall be placed inside the networks with the most users across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

5. **EPP**

5.1. **EPP service availability.** Refers to the ability of the TLD EPP servers as a group, to respond to commands from the Registry accredited Registrars, who already have credentials to the servers. The response shall include appropriate data from the Registry System. An EPP command with "**EPP command RTT**" 5 times higher than the corresponding SLR will be considered as unanswered. If 51% or more of the EPP testing probes see the EPP service as unavailable during a given time, the EPP service will be considered unavailable.

5.2. **EPP session-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a session command plus the reception of the EPP response for only one EPP session command. For the login command it will include packets needed for starting the TCP session. For the logout command it will include packets needed for closing the TCP session. EPP session commands are those described in section 2.9.1 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.3. **EPP query-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a query command plus the reception of the EPP response

for only one EPP query command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP query commands are those described in section 2.9.2 of EPP RFC 5730. If the **RTT** is 5-times or more the corresponding SLR, the **RTT** will be considered undefined.

5.4. **EPP transform-command RTT.** Refers to the **RTT** of the sequence of packets that includes the sending of a transform command plus the reception of the EPP response for only one EPP transform command. It does not include packets needed for the start or close of either the EPP or the TCP session. EPP transform commands are those described in section 2.9.3 of EPP RFC 5730. If the **RTT** is 5 times or more the corresponding SLR, the **RTT** will be considered undefined.

5.5. **EPP command RTT.** Refers to "**EPP session-command RTT**", "**EPP query-command RTT**" or "**EPP transform-command RTT**".

5.6. **EPP test.** Means one EPP command sent to a particular "**IP address**" for one of the EPP servers. Query and transform commands, with the exception of "create", shall be about existing objects in the Registry System. The response shall include appropriate data from the Registry System. The possible results to an EPP test are: a number in milliseconds corresponding to the "**EPP command RTT**" or undefined/unanswered.

5.7. **Measuring EPP parameters.** Every 5 minutes, EPP probes will select one "**IP address**" of the EPP servers of the TLD being monitored and make an "**EPP test**"; every time they should alternate between the 3 different types of commands and between the commands inside each category. If an "**EPP test**" result is undefined/unanswered, the EPP service will be considered as unavailable from that probe until it is time to make a new test.

5.8. **Collating the results from EPP probes.** The minimum number of active testing probes to consider a measurement valid is 5 at any given measurement period, otherwise the measurements will be discarded and will be considered inconclusive; during this situation no fault will be flagged against the SLRs.

5.9. **Placement of EPP probes.** Probes for measuring EPP parameters shall be placed inside or close to Registrars points of access to the Internet across the different geographic regions; care shall be taken not to deploy probes behind high propagation-delay links, such as satellite links.

6. **Emergency Thresholds**

The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement.

Critical Function	Emergency Threshold
DNS Service (all servers)	4-hour total downtime / week
DNSSEC proper resolution	4-hour total downtime / week

EPP	24-hour total downtime / week
RDDS (WHOIS/Web-based WHOIS)	24-hour total downtime / week
Data Escrow	Breach of the Registry Agreement as described in Specification 2, Part B, Section 6.

7. Emergency Escalation

Escalation is strictly for purposes of notifying and investigating possible or potential issues in relation to monitored services. The initiation of any escalation and the subsequent cooperative investigations do not in themselves imply that a monitored service has failed its performance requirements.

Escalations shall be carried out between ICANN and Registry Operators, Registrars and Registry Operator, and Registrars and ICANN. Registry Operators and ICANN must provide said emergency operations departments. Current contacts must be maintained between ICANN and Registry Operators and published to Registrars, where relevant to their role in escalations, prior to any processing of an Emergency Escalation by all related parties, and kept current at all times.

7.1. Emergency Escalation initiated by ICANN

Upon reaching 10% of the Emergency thresholds as described in Section 6 of this Specification, ICANN's emergency operations will initiate an Emergency Escalation with the relevant Registry Operator. An Emergency Escalation consists of the following minimum elements: electronic (i.e., email or SMS) and/or voice contact notification to the Registry Operator's emergency operations department with detailed information concerning the issue being escalated, including evidence of monitoring failures, cooperative trouble-shooting of the monitoring failure between ICANN staff and the Registry Operator, and the commitment to begin the process of rectifying issues with either the monitoring service or the service being monitoring.

7.2. Emergency Escalation initiated by Registrars

Registry Operator will maintain an emergency operations department prepared to handle emergency requests from registrars. In the event that a registrar is unable to conduct EPP transactions with the registry for the TLD because of a fault with the Registry Service and is unable to either contact (through ICANN mandated methods of communication) the Registry Operator, or the Registry Operator is unable or unwilling to address the fault, the registrar may initiate an emergency escalation to the emergency operations department of ICANN. ICANN then may initiate an emergency escalation with the Registry Operator as explained above.

7.3. Notifications of Outages and Maintenance

In the event that a Registry Operator plans maintenance, it will provide notice to the ICANN emergency operations department, at least, twenty-four (24) hours ahead of that maintenance. ICANN's emergency operations department will note planned maintenance times, and suspend Emergency Escalation services for the monitored services during the expected maintenance outage period.

If Registry Operator declares an outage, as per its contractual obligations with ICANN, on services under a service level agreement and performance requirements, it will notify the ICANN emergency operations department. During that declared outage, ICANN's emergency operations department will note and suspend emergency escalation services for the monitored services involved.

8. **Covenants of Performance Measurement**

8.1. **No interference.** Registry Operator shall not interfere with measurement **Probes**, including any form of preferential treatment of the requests for the monitored services. Registry Operator shall respond to the measurement tests described in this Specification as it would to any other request from an Internet user (for DNS and RDDS) or registrar (for EPP).

8.2. **ICANN testing registrar.** Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement.

SPECIFICATION 11

PUBLIC INTEREST COMMITMENTS

1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.

2. [Intentionally omitted. Registry Operator has not included commitments, statements of intent or business plans provided for in its application to ICANN for the TLD]

3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.

    a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.

    b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.

    c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.

    d. Registry Operator of a "Generic String" TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person's or entity's "Affiliates" (as defined in Section 2.9(c) of the Registry Agreement). "Generic String" means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.

e. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring registrants to comply with all applicable laws, including those that relate to privacy, data collection, consumer protection (including in relation to misleading and deceptive conduct), fair lending, debt collection, organic farming, disclosure of data, and financial disclosures.

f. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars at the time of registration to notify registrants of the requirement to comply with all applicable laws.

g. Registry Operators will include a provision in their Registry-Registrar Agreements that requires registrars to include in their Registration Agreements a provision requiring that registrants who collect and maintain sensitive health and financial data implement reasonable and appropriate security measures commensurate with the offering of those services, as defined by applicable law.

From: [redacted]
Date: October 28, 2016 at 11:49:05 AM EDT
To: "McAdory, Adrienne" <amcadory@atgron.wed>
Subject: New comment and Revised Amendment
Hi Adrienne,

My apologies for the error but as I was reviewing the proposed amendment uploaded to the case, I realized I inadvertently uploaded an outdated version which didn't incorporate language to address your concerns pertaining to flexibility to remove names.

The previous version of the draft amendment defined a static list of Registry Class Domain Names (RCDN, eg. dallas.wed) that would be published by ICANN. To address your request to remove names from the list of RCDNs as needed, the new draft amendment (attached) defines the format for publishing the list in order to allow you the maximum flexibility.

The new sections, 10 and 11, of the amendment describe the format of the list, and the requirements for your server where the list will be published. The format of the list is a simple CSV file. The requirements for your server where the list will be published are that you provide a server that supports HTTPS. It's important to know that the list of RCDNs is expected to be used by software vendors that operate security features in Internet browsers (Mozilla Public Suffix List), applications, etc. Therefore, you will need your dynamic list to always be up-to-date for these software vendors in order to support the security features and applications, as well as to support Universal Acceptance. Being that these requirements are simple – yet technical in nature, we suggest having your technical contact join the call so we can collectively work through any questions so we can to move this amendment forward.

Due to the team traveling to ICANN57 in Hyderabad, there is limited availability for a call. I'm hopeful one of the new proposed times below will work:

- Fri, 28th – 2:00-2:30pm PDT
- Fri, 28th – 2:30-3:00pm PDT
- Mon, 31st – 10:00-10:30am PDT
- Mon, 31st – 10:30-11:00am PDT

Again, my apologies for sending an incorrect version of the amendment, but I wanted to be sure you knew we addressed your request to remove names from the RCDN list as I get the sense this is important you. Our hope is to finalize the proposed amendment on our call so we can proceed to public comment.

I look forward to hearing from you soon.

Best,

[redacted]

Amendment to the Registry Agreement

The Internet Corporation for Assigned Names and Numbers and Atgron, Inc. agree, effective as of _____ ("Amendment Effective Date"), that the following modification is made to the 1 October 2013 .WED Registry Agreement:

I. EXHIBIT A - Approved Services

[New Text]

7. Third Level Registrations

Registry Operator may offer domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES (as that term is defined in the "DNDE Specification" referenced and incorporated in Section 3.1 of Specification 2 of this Agreement)~~-~~. Registry Operator shall provide ICANN an ~~link~~ Hypertext Transfer Protocol Secure (HTTPS) URL to a Comma Separated Values (CVS) file publically available with the list of REGISTRY-CLASS DOMAIN NAMES under which Registry Operator offers domain name registrations at the third level. Registry Operator shall ~~promptly~~ notify ICANN at least th~~r~~irty (30) calendar days in advance of any updates to~~if~~ the ~~link~~HTTPS URL to the list ~~is to be updated~~posted at [link] as follows.~~:~~

1) REGISTRY-CLASS DOMAIN NAMES remain subject to the RPM requirements. For the avoidance of doubt, the Registry Operator is not required to provide Sunrise Services or Claims Services for domain name registrations at the third level under the REGISTRY-CLASS DOMAIN NAMES.

2) REGISTRY-CLASS DOMAIN NAMES must be allocated to the Registry Operator, but not registered to third parties, delegated, used, activated in the DNS or otherwise made available ~~unless removed from the list of REGISTRY-CLASS DOMAIN NAMES by Registry Operator~~. The self-allocation transactions of the REGISTRY-CLASS DOMAIN NAMES must be reported in the Per-Registrar Transactions Report using 9999 as the Registrar IANA-id, and will not be considered billable transactions. For the avoidance of doubt, domain name registrations at the third level under those REGISTRY-CLASS DOMAIN NAMES will ~~also~~ be considered billable transactions.

3) ~~For the avoidance of doubt,~~ REGISTRY-CLASS DOMAIN NAMES shall not be provisioned in the DNS as ~~a~~ delegations using NS resource records.

4) ~~Registry Operator must submit a QLP claims LORDN file with the REGISTRY-CLASS DOMAIN NAMES that (i) match a label in the SURL or DNL, and (ii) were reserved, as described in sections 3.2 and 3.3 of Specification 5, before the Amendment Effective Date.~~

5) If using separate DNS zones for the REGISTRY-CLASS DOMAIN NAMES, REGISTRY-CLASS DOMAIN NAMES zones permissible contents are:

   A. Apex SOA record;

B. Apex NS records and in-bailiwick glue for the DNS servers of the REGISTRY-CLASS DOMAIN NAMES

C. NS records and in-bailiwick glue for DNS servers of registered names in the REGISTRY-CLASS DOMAIN NAMES

D. DS records for registered names in the REGISTRY-CLASS DOMAIN NAMES

E. Records associated with signing the REGISTRY-CLASS DOMAIN NAMES zones (i.e., RRSIG, DNSKEY, NSEC, NSEC3PARAM and NSEC3)

1) If Registry Operator wishes to place any DNS resource record type into its REGISTRY-CLASS DOMAIN NAMES DNS zones (other than those listed in Sections (A)-(E) above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request and any other content not expressly deemed permissible pursuant to this Section 4 or submitted and approved through an RSEP would otherwise be prohibited. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records in the REGISTRY-CLASS DOMAIN NAMES zones, even if approved, might not work as intended for all users due to lack of software support.

2) REGISTRY-CLASS DOMAIN NAMES ~~MUST NOT~~must not be used as in-bailiwick glue for the DNS servers in the TLD's zone.~~of the TLD or the REGISTRY-CLASS DOMAIN NAMES.~~

3) ~~If using separate DNS zones for the REGISTRY-CLASS DOMAIN NAMES, the DNS zone files of the REGISTRY-CLASS DOMAIN NAMES must be made available to ICANN using the API described in draft-lozano-icann-registry-interfaces (https://tools.ietf.org/html/draft-lozano-icann-registry-interfaces). If not already an RFC, Registry Operator will use the most recent draft version of the draft-lozano-icann-registry-interfaces available at the Effective Date. Registry Operator may at its election use newer versions of the draft-lozano-icann-registry-interfaces after the Effective Date. Once the draft-lozano-icann-registry-interfaces is published as an RFC, Registry Operator will implement that version of the draft-lozano-icann-registry-interfaces, no later than one hundred eighty (180) calendar days after.~~

4) Any registration at the third level under the REGISTRY-CLASS DOMAIN NAMES is subject to section 6.2 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://www.icann.org/resources/pages/pddrp-2014-01-09-en.

5) REGISTRY-CLASS DOMAIN NAMES are subject to section 6.1 of the Trademark Post-Delegation Dispute Resolution Procedure, as posted at https://www.icann.org/resources/pages/pddrp-2014-01-09-en.

6) Those REGISTRY-CLASS DOMAIN NAMES posted at the URL listed above may

be updated from time to time subject to RSEP and upon mutual written agreement of the parties; *provided, however*, that Registry Operator may remove a REGISTRY-CLASS DOMAIN NAME from the list by providing at least fourteen (14) calendar days advance ~~witten~~written notice to ICANN if there are no registrations at the third level under the REGISTRY-CLASS DOMAIN NAME.

7) For the avoidance of doubt, any reference in the Agreement to "registration," "registrations," "transactions," "domain," or "domains," to include as such terms pertain to any right, duty, liability or obligation of the Registry Operator, registrar or registrant, shall include registrations at the third-level under any REGISTRY-CLASS DOMAIN NAME.

8) Except as specifically provided for above, REGISTRY-CLASS DOMAIN NAMES and any registration at the third-level under any REGISTRY-CLASS DOMAIN NAMES remain subject to all terms and conditions of the Agreement.

9) The TLS certificate used for the HTTPS URL where the list is to be published MUST be issued by a Certificate Authority (CA) trusted by the major browsers and mobile operating systems such as the ones listed in the Mozilla Included CA Certificate List (https://wiki.mozilla.org/CA:IncludedCAs). The TLS certificate used for the HTTPS URL where the list is to be published MUST be issued by a CA that follows the latest CAB Forum Baseline Requirements (https://cabforum.org/baseline-requirements-documents).

10) The list of REGISTRY-CLASS DOMAIN NAMES will be contained in a CSV formatted file that has the following structure:

11) first line: <version>,<creation datetime of the list of REGISTRY-CLASS DOMAIN NAMES>

12) Where:

A. <version>, version of the file, this field MUST be 1.

B. <creation datetime of the list of REGISTRY-CLASS DOMAIN NAMES >, date and time in Coordinated Universal Time (UTC), specified in the format described in RFC3339, that the list of REGISTRY-CLASS DOMAIN NAMES was created/updated.

13) second line: a header line as specified in RFC4180

14) With the header names as follows:

A. registry-class-domain-name

15) One or more lines with: <registry-class-domain-name>

16) Where:

A. <registry-class-domain-name>, a REGISTRY-CLASS DOMAIN NAME specified in fully qualified domain name (see definition in RFC7719).

The parties have duly executed this Amendment as of the Amendment Effective Date first written above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Akram Atallah
President, Global Domains Division

ATGRON, INC.

By: _____
Adrienne McAdory
President & CEO

.name Registry Agreement Appendix 9

Approved Services

(1 December 2012)

The Registry Agreement specifies a "Process for Consideration of Proposed Registry Services." The following services are specifically identified as having been approved by ICANN (Internet Corporation for Assigned Names and Numbers) prior to the effective date of the Registry Agreement. As such, notwithstanding any other provisions of the Registry Agreement, Registry Operator shall be free to deploy the following services:

- Internationalized Domain Names, in accordance with the letter from Paul Twomey to Geir Rasmussen dated 15 August 2004 (see, http://www.icann.org/en/correspondence/twomey-to-rasmussen-15aug04.pdf (/en/correspondence/twomey-to-rasmussen-15aug04.pdf) [PDF, 22 KB])
- Two-character names shall be released by the Registry Operator for third-level registrations and SLD (Second-level domain of the DNS) email addresses only (see, http://www.icann.org/en/minutes/minutes-17jan07.htm (/en/minutes/minutes-17jan07.htm) "Two Character New Registry Service Proposal from .NAME Registry"

Amendment No. 1 to Registry Agreement (.coop)

(11 November 2008)

Amendment No. 1 to the .COOP Sponsored TLD Agreement

ICANN and DotCooperation LLC agree that the following modification is made to Appendix 6 of the 1 July 2007 .COOP Sponsored TLD Agreement:

[old text]

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

- All single-character labels.

[new text]

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

- All single-character labels – the Registry Operator may also allocate single-character second-level labels (such as a.coop, 4.coop, etc.) through ICANN-accredited registrars, based upon its implementation of a process using evaluation criteria to meet the needs of the international cooperative community.

The parties have duly executed this Amendment as of the date below.

THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By:_____
Name: Kurt Pritz
Title: Senior Vice President, Services

DotCooperation LLC

By:_____
Name: Carolyn Hoover
Title: Chief Executive Officer

New gTLD Statistics from ntldstats.com
as of January 3, 2020

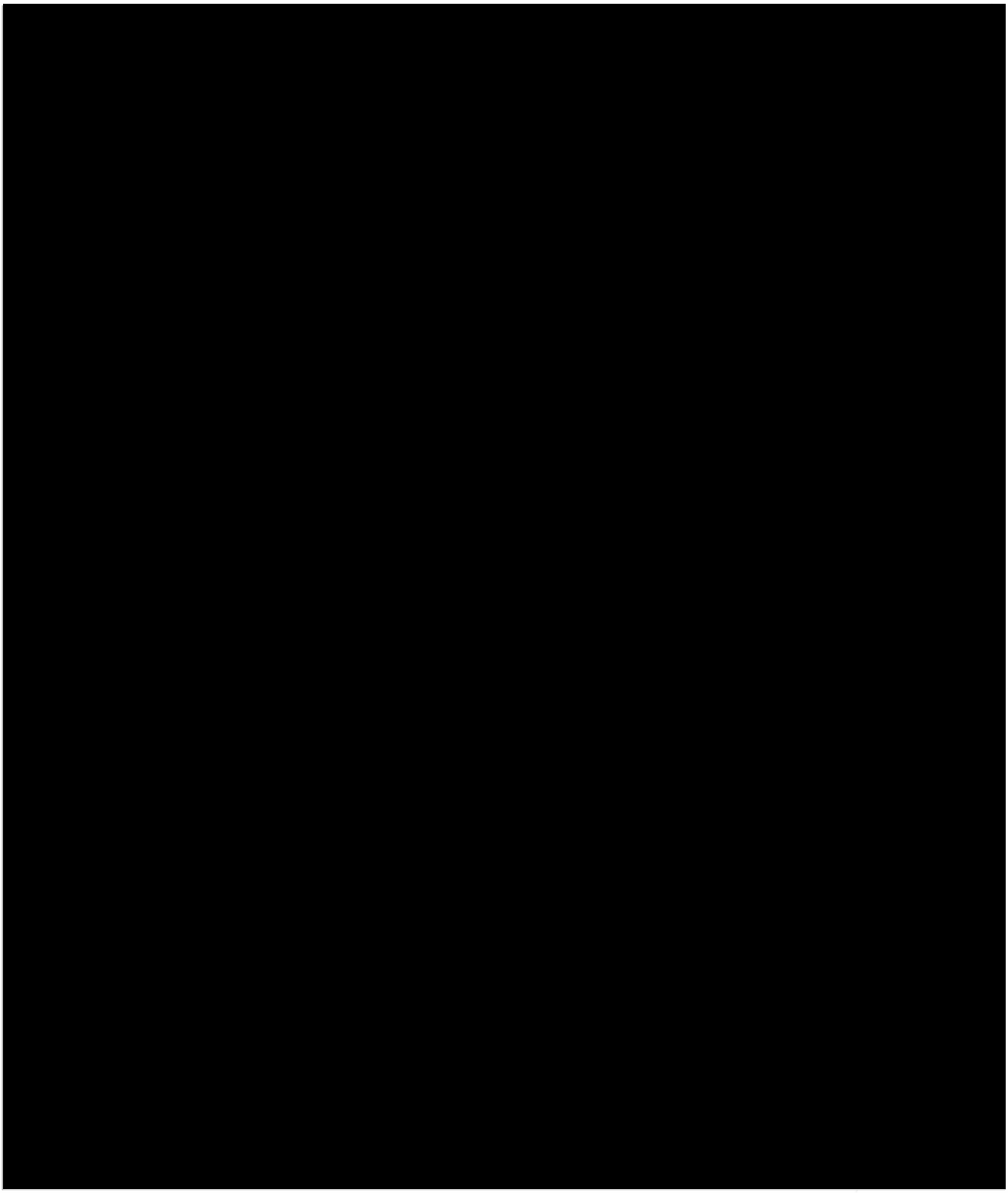
[redacted]

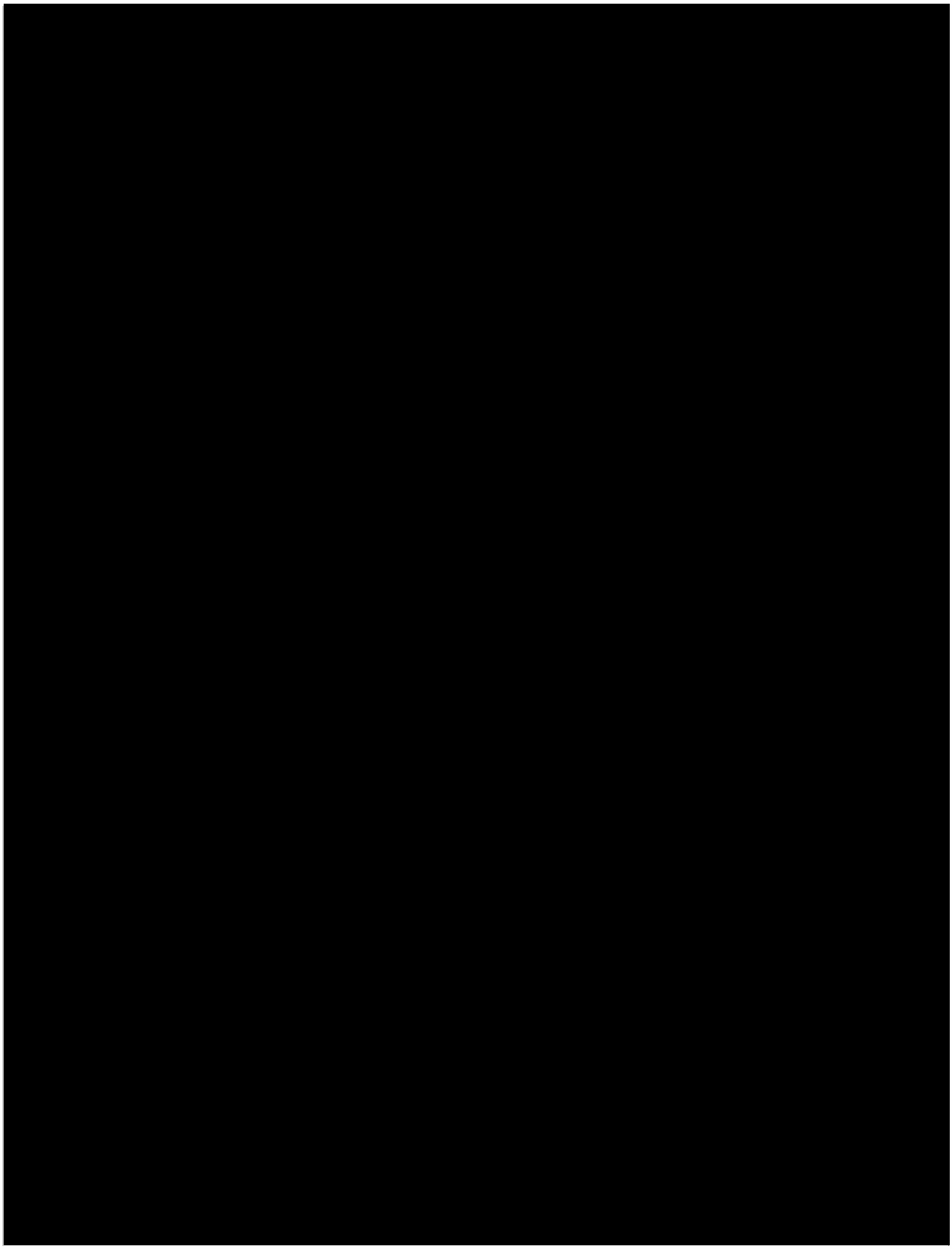
[redacted]

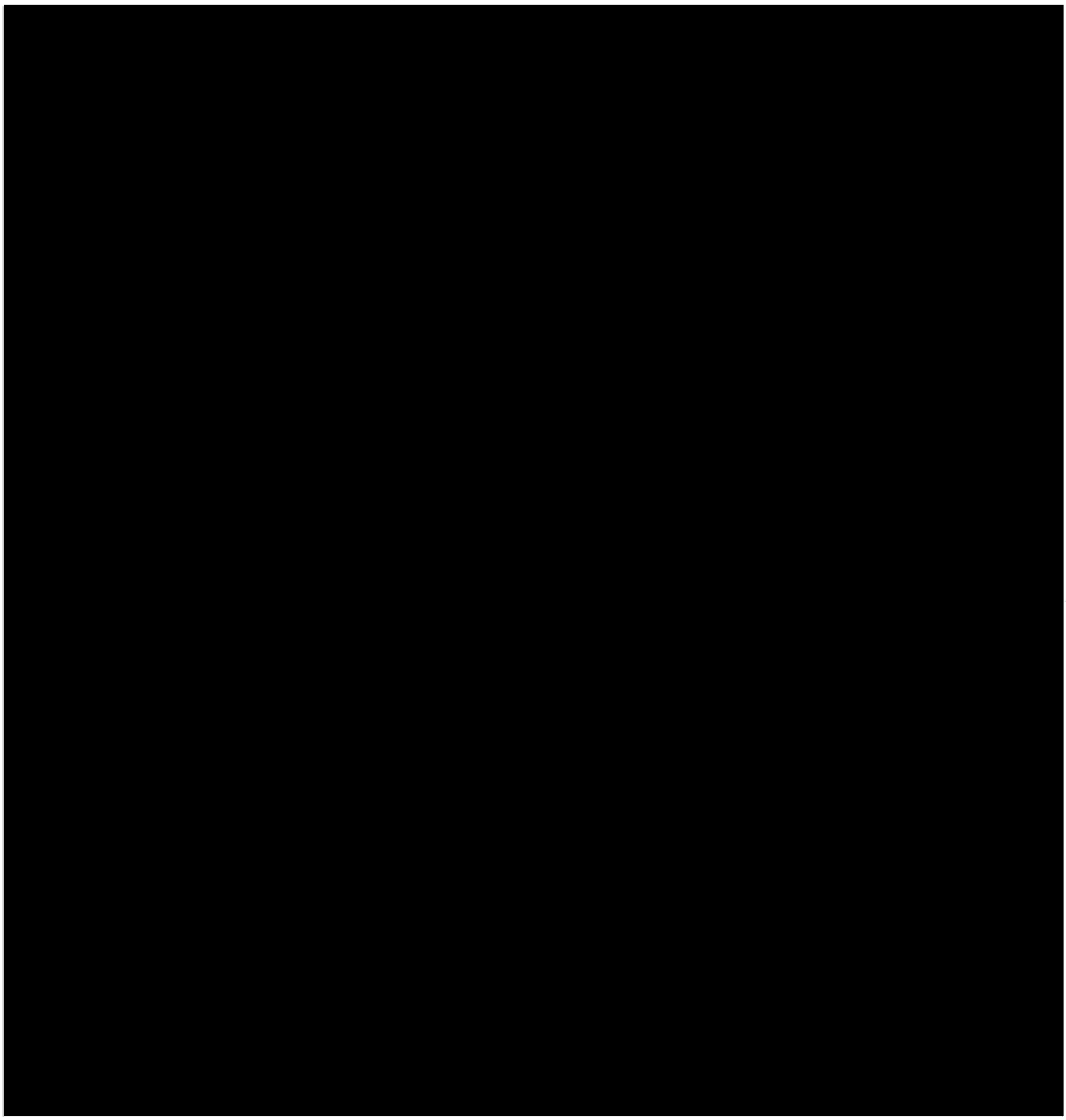
[redacted]

[redacted]

[redacted]







RON WYDEN
OREGON

223 DIRKSEN SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-5244
(202) 224-1280 (TDD)

United States Senate
WASHINGTON, DC 20510-3703

COMMITTEES:
COMMITTEE ON THE BUDGET
COMMITTEE ON ENERGY AND NATURAL RESOURCES
SUBCOMMITTEE ON PUBLIC LANDS AND FORESTS
SPECIAL COMMITTEE ON AGING
SELECT COMMITTEE ON INTELLIGENCE
COMMITTEE ON FINANCE

September 14, 2011

Rebecca Blank
Acting Secretary
U.S. Department of Commerce
1401 Constitution Ave., NW
Washington, DC 20230

Lawrence E. Strickling
Assistant Secretary for Communications and Information
National Telecommunications and Information Administration
1401 Constitution Ave., NW
Washington, DC 20230

Dear Acting Secretary Blank and Assistant Secretary Strickling,

As the Department of Commerce and NTIA consider the various policy options surrounding the September 30 expiration of the Internet Corporation for Assigned Names and Numbers (ICANN) authority as the designated Internet Assigned Numbers Authority (IANA), I urge you to put in place guidelines that ensure any future IANA has clear ethics rules and conflict of interest requirements in place.

As you know, any designated IANA is hugely important in regulating the multi-million dollar domain name industry. At the same time, because the IANA is not a branch of the federal government, its executive leadership is not subject to the same financial disclosure, ethics, or conflict of interest rules as executive leadership at federal agencies or in Congress.

While this arrangement may have been unproblematic in the early stages of the Internet, the growth of the domain name industry and the increasing importance of the decisions made by the IANA have lead to an increasingly large, sophisticated, and expensive agency in ICANN. With the growth in importance of this authority, it is important to ensure that decisions are made impartially.

Moreover, the importance of the domain name system requires that companies and individuals have a clear understanding that the IANA is acting in a transparent manner, just as NTIA employees are required to do. While I support the control of this system by NTIA, I also believe that any IANA employees ought to be made subject to the same ethics rules in place as NTIA employees.

I urge you to include requirements for strict ethics guidelines in any future agreement with a designated IANA and I look forward to working with you in the future.

Sincerely,

Ron Wyden

Ron Wyden
US Senator

1220 SW 3RD AVE
SUITE 585
PORTLAND, OR 97204
(503) 326-7525

405 EAST 8TH AVE
SUITE 2020
EUGENE, OR 97401
(541) 431-0229

SAC ANNEX BUILDING
105 FIR ST
SUITE 201
LA GRANDE, OR 97850
(541) 962-7691

U.S. COURTHOUSE
310 WEST 6TH ST
ROOM 118
MEDFORD, OR 97501
(541) 858-5122

THE JAMISON BUILDING
131 NW HAWTHORNE AVE
SUITE 107
BEND, OR 97701
(541) 330-9142

707 13TH ST, SE
SUITE 285
SALEM, OR 97301
(503) 589-4555

HTTP://WYDEN.SENATE.GOV
PRINTED ON RECYCLED PAPER

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ | RATING | PAGE 1 OF PAGES 65

2. CONTRACT (Proc. Inst. Indent.) NO.: SA1301-12-CN-0035
3. EFFECTIVE DATE: 10/01/2012
4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: AA-OAM-??-?-12-00934

5. ISSUED BY CODE 000SA
U.S. DEPARTMENT OF COMMERCE
14TH & CONSTITUTION AVE. NW
ACQUISITION SERVICES- ROOM 6520
WASHINGTON DC 20230

6. ADMINISTERED BY (If other than Item 5) CODE 000SA
U.S. DEPARTMENT OF COMMERCE
14TH & CONSTITUTION AVE. NW
ACQUISITION SERVICES- ROOM 6520
WASHINGTON DC 20230

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
INTERNET CORPORATION FOR ASSIGNED NAMES
AND NUMBERS
4676 ADMIRALTY WAY, SUITE #330
MARINA DEL REY CA 902926648
Vendor ID: 00000428
DUNS: 045511487
Cage Code: 4A4S9
CEC:
CODE | FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☐ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NET 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ ITEM NISTFSG

11. SHIP TO/MARK FOR CODE NTIA-HCH
NATIONAL TEL. AND INFO. ADMIN
1401 CONSTITUTION AVE. NW
ROOM 4888, HCHB

12. PAYMENT WILL BE MADE BY CODE NISTFSG
NIST ACCOUNTS PAYABLE OFFICE
BLDG 101, ROOM A-836 MS 1621
100 BUREAU DRIVE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Please See Continuation Page for Line Items				

15G. TOTAL AMOUNT OF CONTRACT ▶ $ 0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE	
X	A	SOLICITATION/CONTRACT FORM	1
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-25
X	D	PACKAGING AND MARKING	26
X	E	INSPECTION AND ACCEPTANCE	27-29
X	F	DELIVERIES OR PERFORMANCE	30-32
X	G	CONTRACT ADMINISTRATION DATA	33-34
X	H	SPECIAL CONTRACT REQUIREMENTS	35-51
		PART II - CONTRACT CLAUSES	
X	I	CONTRACT CLAUSES	52-65
		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	J	LIST OF ATTACHMENTS	
		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.)
Your bid on Solicitation Number
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or Print)
ROD A. BECKSTROM
PRESIDENT & CEO, ICANN

20A. NAME OF CONTRACTING OFFICER
KATHLEEN M. MCGRATH

19B. NAME OF CONTRACTOR
BY [signature] (Signature of person authorized to sign)

19C. DATE SIGNED
JUNE 29, 2012

20B. UNITED STATES OF AMERICA
BY [signature] (Signature of Contracting Officer)

20C. DATE SIGNED
JUL 02, 2012

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is NOT usable

STANDARD FORM 26 (REV. 5/2011)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	Contracting Officer: Mona-Lisa Dunn, 202-482-1470 Primary Contracting Officer Representative: Vernita D. Harris, 202-482-4686, vharris@NTIA.doc.gov Alternate Contracting Officer Representative(s): Technical Point of Contact: Vernita D. Harris, 202-482-4686, vharris@NTIA.doc.gov The Contractor shall provide the services in accordance with the terms, conditions, and prices described herein. The Contractor's proposal dated May 31, 2012 and as amended through agreed terms and conditions dated June 23, 2012 and June 26, 2012 are hereby incorporated by reference. .				
0001	BASE YEAR - October 1, 2012 - September 30, 2015. The Contractor shall provide the services necessary for the operation of the Internet Assigned Numbers Authority (IANA) in accordance with the attached Statement of Work. The Contractor may not charge the United States Government for performance of the requirements of this contract. Period of Performance: 10/01/2012 to 09/30/2015	0.00	EA	0.00	0.00
0002	OPTION YEAR 1 - October 1, 2015 - September 30, 2017. The Contractor shall provide the services necessary for the operation of the Internet Assigned Numbers Authority (IANA) in accordance with the attached Statement of Work. The Contractor may not charge the United States Government for performance of the requirements of this contract. Accounting and Appropriation Data: 61.12.1200012.100.0012.010102000. 0400000000000000.25970000.000000 $0.00 Period of Performance: 10/01/2015 to 09/30/2017 Pricing Option: Time and Material	1.00	JB	0.00	OPT 0.00
0003	OPTION YEAR 2 - October 1, 2017 - September 30, 2019. The Contractor shall provide the services necessary for the operation of the Internet Assigned Numbers Authority (IANA) in accordance with the attached Statement of Work. The Contractor may not charge the United States Government for performance of the requirements of this contract. Accounting and Appropriation Data: 61.12.1200012.100.0012.010102000. 0400000000000000.25970000.000000 $0.00 Period of Performance: 10/01/2017 to 09/30/2019 Pricing Option: Time and Material	1.00	JB	0.00	OPT 0.00

SA1301-12-CN-0035

3SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

This is a no cost, $0.00 time and material contract.

B.2 COST/PRICE

The Contractor may not charge the United States Government to perform the requirements of this Contract. The Contractor may establish and collect fees from third parties provided the fee levels are approved by the Contracting Officer and are fair and reasonable. If fees are charged, the Contractor shall base any proposed fee structure on the cost of providing the specific service for which the fee is charged and the resources necessary to monitor the fee driven requirements. The Contractor may propose an interim fee for the first year of the contract, which will expire one year after the contract award. If the Contractor intends to establish and collect fees from third parties beyond the first year of the Contract, the Contractor must collaborate with the interested and affected parties as enumerated in Section C.1.3 to develop a proposed fee structure based on a methodology that tracks the actual costs incurred for each discrete IANA function. The Contractor must submit a copy of proposed fee structure, tracking methodology and description of the collaboration efforts and process to the Contracting Officer.

B.3 PRE-AWARD SURVEY – FAR 9.106 and 9.106-4(a)

At the discretion of the Contracting Officer, a site visit to the Offeror's facility (ies) may also be requested and conducted by the Department of Commerce (Commerce) or its designee. The purpose of this visit will be to gather information relevant to the Offeror's responsibility and prospective capability to perform the requirements under any contract that may be awarded. The Contracting Officer will arrange such a visit at least seven (7) days in advance with the Offeror.

C.1 BACKGROUND

C.1.1 The U.S. Department of Commerce (DoC), National Telecommunications and Information Administration (NTIA) has initiated this contract to maintain the continuity and stability of services related to certain interdependent Internet technical management functions, known collectively as the Internet Assigned Numbers Authority (IANA).

C.1.2 Initially, these interdependent technical functions were performed on behalf of the Government under a contract between the Defense Advanced Research Projects Agency (DARPA) and the University of Southern California (USC), as part of a research project known as the Tera-node Network Technology (TNT). As the TNT project neared completion and the DARPA/USC contract neared expiration in 1999, the Government recognized the need for the continued performance of the IANA functions as vital to the stability and correct functioning of the Internet.

C.1.3 The Contractor, in the performance of its duties, must have or develop a close constructive working relationship with all interested and affected parties to ensure quality and satisfactory performance of the IANA functions. The interested and affected parties include, but are not limited to, the multi-stakeholder, private sector led, bottom-up policy development model for the domain name system (DNS) that the Internet Corporation for Assigned Names and Numbers (ICANN) represents; the Internet Engineering Task Force (IETF) and the Internet Architecture Board (IAB); Regional Internet Registries (RIRs); top-level domain (TLD) operators/managers (e.g., country codes and generic); governments; and the Internet user community.

C.1.4 The Government acknowledges that data submitted by applicants in connection with the IANA functions may be confidential information. To the extent required by law, the Government shall accord any confidential data submitted by applicants in connection with the IANA functions with the same degree of care as it uses to protect its own confidential information, but not less than reasonable care, to prevent the unauthorized use, disclosure, or publication of confidential information. In providing data that is subject to such a confidentiality obligation to the Government, the Contractor shall advise the Government of that obligation.

U.S. owned and operated firm or fully accredited United States University or College operating in one of the 50 states of the United States or District of Columbia; b) incorporated within one of the fifty (50) states of the United States or District of Columbia; and c) organized under the laws of a state of the United States or District of Columbia. The Contractor shall perform the primary IANA functions of the Contract in the United States and possess and maintain, throughout the performance of this Contract, a physical address within the United States. The Contractor must be able to demonstrate that all primary operations and systems will remain within the United States (including the District of Columbia). The Government reserves the right to inspect the premises, systems, and processes of all security and operational components used for the performance of all Contract requirements and obligations.

C.2.2 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities, to perform the following requirements without any cost to the Government. The Contractor shall conduct due diligence in hiring, including full background checks.

C.2.3 The Contractor may not charge the United States Government for performance of the requirements of this contract. The Contractor may establish and collect fees from third parties provided the fee levels are approved by the Contracting Officer (CO) and are fair and reasonable. If fees are charged, the Contractor shall base any proposed fee structure on the cost of providing the specific service for which the fee is charged. The Contractor may propose an interim fee for the first year of the contract, which will expire one year after the contract award. The documentation must be based upon the anticipated cost for providing the specific service for which the fee is charged, including start up costs, if any, equipment, personnel, software, etc. If the Contractor intends to establish and collect fees from third parties beyond the first year of the contract, the Contractor must collaborate with the interested and affected parties as enumerated in Section C.1.3 to develop a proposed fee structure based on a methodology that tracks the actual costs incurred for each discrete IANA function enumerated and described in C.2.9. The Contractor must submit a copy of any proposed fee structure including tracking methodology and description of the collaboration and process efforts for fees being proposed after the first year contract award to the Contracting Officer. The performance exclusion C.8.3 shall apply to any fee proposed.

C.2.4 The Contractor is required to perform the IANA functions, which are critical for the operation of the Internet's core infrastructure, in a stable and secure manner. The IANA functions are administrative and technical in nature based on established policies developed by

inform ongoing policy discussions and may request guidance or clarification as necessary for the performance of the IANA functions.

C.2.6 Transparency and Accountability -- Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop user instructions including technical requirements for each corresponding IANA function and post via a website.

C.2.7 Responsibility and Respect for Stakeholders – Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop for each of the IANA functions a process for documenting the source of the policies and procedures and how it will apply the relevant policies and procedures for the corresponding IANA function and post via a website.

C.2.8 Performance Standards -- Within six (6) months of award, the Contractor shall develop performance standards, in collaboration with all interested and affected parties as enumerated in Section C.1.3, for each of the IANA functions as set forth at C.2.9 to C.2.9.4 and post via a website.

C.2.9 Internet Assigned Numbers Authority (IANA) Functions -- include (1) the coordination of the assignment of technical Internet protocol parameters; (2) the administration of certain responsibilities associated with the Internet DNS root zone management; (3) the allocation of Internet numbering resources; and (4) other services related to the management of the ARPA and INT top-level domains (TLDs).

C.2.9.1 Coordinate The Assignment Of Technical Protocol Parameters including the management of the Address and Routing Parameter Area (ARPA) TLD -- The Contractor shall review and assign unique values to various parameters (*e.g.,* operation codes, port numbers, object identifiers, protocol numbers) used in various Internet protocols based on established guidelines and policies as developed by interested and affected parties as enumerated in Section C.1.3. The Contractor shall disseminate the listings of assigned parameters through various means (including on-line publication via a website) and shall review technical documents for consistency with assigned values. The Contractor shall operate the ARPA TLD within the current registration policies for this TLD, as documented in RFC 3172-Management Guidelines & Operational Requirements for the Address and Routing Parameter Area Domain,

separate legal agreements: the Contractor as the IANA Functions Operator, NTIA as the Administrator, and VeriSign (or any successor entity as designated by the U.S. Department of Commerce) as articulated in Cooperative Agreement Amendment 11, as the Root Zone Maintainer. The Requirements are detailed at Appendix 1 entitled Authoritative Root Zone Management Process that is incorporated by reference herein as if fully set forth. The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, in the performance of this function.

C.2.9.2.a Root Zone File Change Request Management -- The Contractor shall receive and process root zone file change requests for TLDs. These change requests include addition of new or updates to existing TLD name servers (NS) and delegation signer (DS) resource record (RR) information along with associated 'glue' (A and AAAA RRs). A change request may also include new TLD entries to the root zone file. The Contractor shall process root zone file changes as expeditiously as possible.

C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management -- The Contractor shall maintain, update, and make publicly accessible a Root Zone "WHOIS" database with current and verified contact information for all TLD registry operators. The Root Zone "WHOIS" database, at a minimum, shall consist of the TLD name; the IP address of the primary nameserver and secondary nameserver for the TLD; the corresponding names of such nameservers; the creation date of the TLD; the name, postal address, email address, and telephone and fax numbers of the TLD registry operator; the name, postal address, email address, and telephone and fax numbers of the technical contact for the TLD registry operator; and the name, postal address, email address, and telephone and fax numbers of the administrative contact for the TLD registry operator; reports; and date record last updated; and any other information relevant to the TLD requested by the TLD registry operator. The Contractor shall receive and process root zone "WHOIS" change requests for TLDs.

C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) **--**The Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles And Guidelines For The Delegation And Administration Of Country Code Top Level Domains, and any further clarification of these policies by interested and affected parties as enumerated in Section C.1.3. If a policy framework does not exist to cover a specific instance, the Contractor will consult with the interested and affected parties, as enumerated in Section C.1.3; relevant public authorities;

Contractor shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN. In making a delegation or redelegation recommendation, the Contractor must provide documentation verifying that ICANN followed its own policy framework including specific documentation demonstrating how the process provided the opportunity for input from relevant stakeholders and was supportive of the global public interest. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.

C.2.9.2.e Root Zone Automation -- The Contractor shall work with NTIA and the Root Zone Maintainer, and collaborate with all interested and affected parties as enumerated in Section C.1.3, to deploy a fully automated root zone management system within nine (9) months after date of contract award. The fully automated system must, at a minimum, include a secure (encrypted) system for customer communications; an automated provisioning protocol allowing customers to manage their interactions with the root zone management system; an online database of change requests and subsequent actions whereby each customer can see a record of their historic requests and maintain visibility into the progress of their current requests; and a test system, which customers can use to meet the technical requirements for a change request ; an internal interface for secure communications between the IANA Functions Operator; the Administrator, and the Root Zone Maintainer.

C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management --The Contractor shall be responsible for the management of the root zone Key Signing Key (KSK), including generation, publication, and use for signing the Root Keyset. As delineated in the Requirements at Appendix 2 entitled Baseline Requirements for DNSSEC in the Authoritative Root Zone that is incorporated by reference herein as if fully set forth. The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, in the performance of this function.

C.2.9.2.g Customer Service Complaint Resolution Process (CSCRP) --The Contractor shall work with NTIA and collaborate with all interested and affected parties as enumerated in Section C.1.3 to establish and implement within six (6) months after date of contract award a process for IANA function customers to submit complaints for timely resolution that follows industry best practice and includes a reasonable timeframe for resolution.

C.2.9.3 Allocate Internet Numbering Resources --The Contractor shall have responsibility for allocated and unallocated IPv4 and IPv6 address space and Autonomous System Number (ASN)

C.2.9.4 Other services -- The Contractor shall operate the INT TLD within the current registration policies for the TLD. Upon designation of a successor registry by the Government, if any, the Contractor shall cooperate with NTIA to facilitate the smooth transition of operation of the INT TLD. Such cooperation shall, at a minimum, include timely transfer to the successor registry of the then-current top-level domain registration data. The Contractor shall also implement modifications in performance of the IANA functions as needed upon mutual agreement of the parties.

C.2.10 The performance of the IANA functions as articulated in Section C.2 Contractor Requirements shall be in compliance with the performance exclusions enumerated in Section C. 8.

C.2.11 The Contracting Officer's Representative(COR) will perform final inspection and acceptance of all deliverables and reports articulated in Section C.2 Contractor Requirements. *Prior to publication/posting of reports the Contractor shall obtain approval from the COR.* The COR shall not unreasonably withhold approval.

C.2.12.a Program Manager. The contractor shall provide trained, knowledgeable technical personnel according to the requirements of this contract. All contractor personnel who interface with the CO and COR must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language. The IANA Functions Program Manager organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the CO and COR and ensures compliance with Federal rules and regulations and responsible for the following:

- Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract.
- Shall have demonstrated communications skills with all levels of management.
- Shall meet and confer with COR and CO regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution.
- Shall be capable of negotiating and making binding decisions for the company.
- Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity.

Function Liaison for Internet Number Resource Allocation (C.2.9.3).

C.3 SECURITY REQUIREMENTS

C.3.1 Secure Systems -- The Contractor shall install and operate all computing and communications systems in accordance with best business and security practices. The Contractor shall implement a secure system for authenticated communications between it and its customers when carrying out all IANA function requirements. The Contractor shall document practices and configuration of all systems.

C.3.2 Secure Systems Notification -- The Contractor shall implement and thereafter operate and maintain a secure notification system at a minimum, capable of notifying all relevant stakeholders of the discrete IANA functions, of such events as outages, planned maintenance, and new developments. In all cases, the Contractor shall notify the COR of any outages.

C.3.3 Secure Data -- The Contractor shall ensure the authentication, integrity, and reliability of the data in performing each of the IANA functions.

C.3.4 Security Plan --The Contractor shall develop and execute a Security Plan that meets the requirements of this contract and Section C.3. The Contractor shall document in the security plan the process used to ensure information systems including hardware, software, applications, and general support systems have effective security safeguards, which have been implemented, planned for, and documented. The Contractor shall deliver the plan to the COR after each annual update.

C.3.5 Director of Security -- The Contractor shall designate a Director of Security who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Contractor shall notify and consult in advance the COR when there are personnel changes in this position. The Director of Security shall be one of the key personnel assigned to this contract.

C.4 PERFORMANCE METRIC REQUIREMENTS

C.4.1 Meetings -- Program reviews and site visits shall occur annually.

report shall also describe major events, problems encountered, and any projected significant changes, if any, related to the performance of requirements set forth in C.2.9 to C.2.9.4.

C.4.3 Root Zone Management Dashboard -- The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, and all interested and affected parties as enumerated in Section C.1.3, to develop and make publicly available via a website, a dashboard to track the process flow for root zone management within nine (9) months after date of contract award.

C.4.4 Performance Standards Reports -- The Contractor shall develop and publish reports for each discrete IANA function consistent with Section C.2.8. The Performance Standards Metric Reports will be published via a website every month (no later than 15 calendar days following the end of each month) starting no later than six (6) months after date of contract award.

C.4.5 Customer Service Survey (CSS) --The Contractor shall collaborate with NTIA to develop and conduct an annual customer service survey consistent with the performance standards for each of the discrete IANA functions. The survey shall include a feedback section for each discrete IANA function. No later than 30 days after conducting the survey, the Contractor shall submit the CSS Report to the COR.

C.4.6 Final Report -- The Contractor shall prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. The Contractor shall submit the report to the CO and the COR no later than 30 days after expiration of the contract.

C.4.7 Inspection and Acceptance -- The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4. *Prior to publication/posting of reports, the Contractor shall obtain approval from the COR*. The COR shall not unreasonably withhold approval.

C.5 AUDIT REQUIREMENTS

C.5.1 Audit Data -- The Contractor shall generate and retain security process audit record data for one year and provide an annual audit report to the CO and the COR. All root zone management operations shall be included in the audit, and records on change requests to the root zone file. The Contractor shall retain these records in accordance with the clause at

relevant policy under which the change was made as well as identify change rejections and the relevant policy under which the change request was rejected. The Report shall start no later than nine (9) months after date of contract award and thereafter is due to the COR no later than 15 calendar days following the end of each month.

C.5.3 External Auditor - - The Contractor shall have an external, independent, specialized compliance audit which shall be conducted annually and it shall be an audit of all the IANA functions security provisions against existing best practices and Section C.3 of this contract.

C.5.4 Inspection and Acceptance -- The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.5. *Prior to publication/posting of reports, the Contractor shall obtain approval from the COR*. The COR shall not unreasonably withhold approval.

C. 6 CONFLICT OF INTEREST REQUIREMENTS

C.6.1 The Contractor shall take measures to avoid any activity or situation that could compromise, or give the appearance of compromising, the impartial and objective performance of the contract (e.g., a person has a conflict of interest if the person directly or indirectly appears to benefit from the performance of the contract). The Contractor shall maintain a written, enforced conflict of interest policy that defines what constitutes a potential or actual conflict of interest for the Contractor. At a minimum, this policy must address conflicts based on personal relationships or bias, financial conflicts of interest, possible direct or indirect financial gain from Contractor's policy decisions and employment and post-employment activities. The conflict of interest policy must include appropriate sanctions in case of non-compliance, including suspension, dismissal and other penalties.

C.6.2 The Contractor shall designate a senior staff member to serve as a Conflict of Interest Officer who shall be responsible for ensuring the Contractor is in compliance with the Contractor’s internal and external conflict of interest rules and procedures. The Conflict of Interest Officer shall be one of the key personnel assigned to this contract.

C.6.2.1 The Conflict of Interest Officer shall be responsible for distributing the Contractor’s conflict of interest policy to all employees, directors, and subcontractors upon their election, re-election or appointment and annually thereafter.

transaction, or opportunity covered by the conflict of interest policy that arises during the annual reporting period.

C.6.2.4 The Conflict of Interest Officer shall develop and publish subject to applicable laws and regulations, a Conflict Of Interest Enforcement and Compliance Report. The report shall describe major events, problems encountered, and any changes, if any, related to Section C.6.

C.6.2.5 See also the clause at H.5. Organizational Conflict of Interest

C. 7 CONTINUITY OF OPERATIONS

C.7.1 Continuity of Operations (COP) – The Contractor shall, at a minimum, maintain multiple redundant sites in at least 2, ideally 3 sites, geographically dispersed within the United States as well as multiple resilient communication paths between interested and affected parties as enumerated in Section C.1.3 to ensure continuation of the IANA functions in the event of cyber or physical attacks, emergencies, or natural disasters.

C.7.2 Contingency and Continuity of Operations Plan (The CCOP) – The Contractor shall collaborate with NTIA and the Root Zone Maintainer, and all interested and affected parties as enumerated in Section C.1.3, to develop and implement a CCOP for the IANA functions within nine (9) months after date of contract award. The Contractor in collaboration with NTIA and the Root Zone Maintainer shall update and test the plan annually. The CCOP shall include details on plans for continuation of each of the IANA functions in the event of cyber or physical attacks, emergencies, or natural disasters. The Contractor shall submit the CCOP to the COR after each annual update.

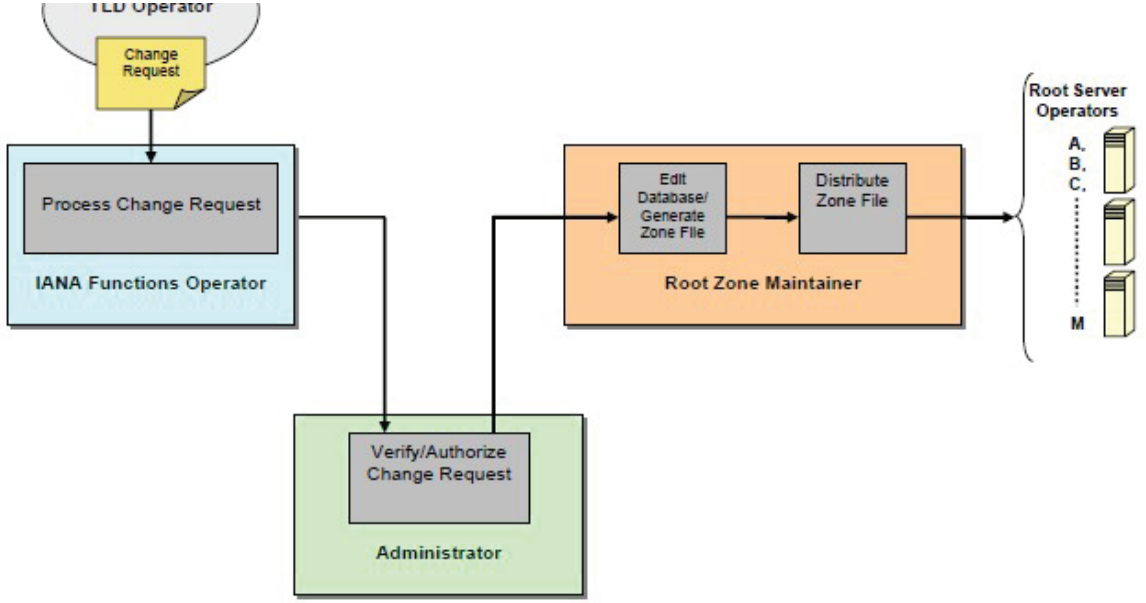
C.7.3 Transition to Successor Contractor – In the event the Government selects a successor contractor, the Contractor shall have a plan in place for transitioning each of the IANA functions to ensure an orderly transition while maintaining continuity and security of operations. The plan shall be submitted to the COR eighteen (18) months after date of contract award, reviewed annually, and updated as appropriate.

C.8 PERFORMANCE EXCLUSIONS

C.8.1 This contract does not authorize the Contractor to make modifications, additions, or deletions to the root zone file or associated information. (This contract does not alter the root

IANA functions. The Contractor shall not change or implement the established methods associated with the performance of the IANA functions without prior approval of the CO.

C.8.3 The performance of the functions under this contract, including the development of recommendations in connection with Section C.2.9.2, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Contractor and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d.



[1] The Root Zone management partners consist of the IANA Functions Operator (per the IANA functions contract), NTIA/Department of Commerce, and the Root Zone Maintainer (per the Cooperative Agreement with VeriSign (or any successor entity as designated by the U.S. Department of Commerce).

General Requirements

The Root Zone system needs an overall security lifecycle, such as that described in ISO 27001, and any security policy for DNSSEC implementation must be validated against existing standards for security controls.

The remainder of this section highlights security requirements that must be considered in developing any solution. ISO 27002:2005 (formerly ISO 17799:2005) and NIST SP 800-53 are recognized sources for specific controls. Note that reference to SP 800-53 is used as a convenient means of specifying a set of technical security requirements.[3] It is expected that the systems referenced in this document will meet all the SP 800-53 technical security controls required by a HIGH IMPACT system.[4]

Whenever possible, references to NIST publications are given as a source for further information. These Special Publications (SP) and FIPS documents are not intended as a future auditing checklist, but as non-binding guidelines and recommendations to establish a viable IT security policy. Comparable security standards can be substituted where available and appropriate. All of the NIST document references can be found on the NIST Computer Security Research Center webpage (http://www.csrc.nist.gov/).

1) Security Authorization and Management Policy

a) Each partner[5] in the Root Zone Signing process shall have a security policy in place; this security policy must be periodically reviewed and updated, as appropriate.

[2] The Root Zone management partners consist of the IANA Functions Operator (per the IANA functions contract), NTIA/Department of Commerce, and Root Zone Maintainer (per the Cooperative Agreement with VeriSign). This document outlines requirements for both the IANA Functions Operator and Root Zone Maintainer in the operation and maintenance of DNSSEC at the authoritative root zone.

[3] Note in particular that the use of the requirements in SP 800-53 does not imply that these systems are subject to other Federal Information Security Management Act (FISMA) processes.

[4] For the purpose of identifying SP 800-53 security requirements, the Root Zone system can be considered a HIGH IMPACT system with regards to integrity and availability as defined in FIPS 199.

[5] For this document, the roles in the Root Zone Signing process are those associated with the Key Signing Key holder, the Zone Signing Key holder, Public Key Distributor, and others to be conducted by the IANA Functions Operator and the Root Zone Maintainer.

c) These policies shall address Incident Response detection, handling and reporting (see 4 below).

   i) Supplemental guidance on incident response handling may be found in NIST SP 800-61.

2) IT Access Control

a) There shall be an IT access control policy in place for each of the key management functions and it shall be enforced.

   i) This includes both access to hardware/software components and storage media as well as ability to perform process operations.
   ii) Supplemental guidance on access control policies may be found in NIST SP 800-12.

b) Users without authentication shall not perform any action in key management.

c) In the absence of a compelling operational requirement, remote access to any cryptographic component in the system (e.g. HSM) is not permitted.[7]

3) Security Training

a) All personnel participating in the Root Zone Signing process shall have adequate IT security training.

   i) Supplemental guidance on establishing a security awareness training program may be found in NIST SP 800-50.

4) Audit and Accountability Procedures

[6] For the IANA Functions Operator, the contingency plan must be consistent with and/or included in the "Contingency and Continuity of Operations Pan" as articulated in Section C.7 of the IANA functions contract.
[7] Remote access is any access where a user or information system communicates through a non-organization controlled network (e.g., the Internet).

i) Supplemental guidance on auditing and accountability policies may be found in NIST SP 800-12.
ii) Specific auditing events include the following:
   - Generation of keys
   - Generation of signatures
   - Exporting of public key material
   - Receipt and validation of public key material (i.e., from the ZSK holder or from TLDs)
   - System configuration changes
   - Maintenance and/or system updates
   - Incident response handling
   - Other events as appropriate

b) Incident handling for physical and exceptional cyber attacks[8] shall include reporting to the Department's National Telecommunications and Information Administration (NTIA) in a timeframe and format as mutually agreed by the Department, IANA Functions Operator, and Root Zone Maintainer.

c) The auditing procedures shall include monthly reporting to NTIA.[9]

d) The auditing system shall be capable of producing reports on an ad-hoc basis.

e) A version of these reports must be made publically available.

5) Physical Protection Requirements

a) There shall be physical access controls in place to only allow access to hardware components and media to authorized personnel.

i) Supplemental guidance on token based access may be found in NIST SP 800-73 and FIPS 201.
ii) Supplemental guidance on token based access biometric controls may be found in

[8] Non-exceptional events are to be included in monthly reporting as required in 4 c.
[9] For the IANA Functions Operator, audit reporting shall be incorporated into the audit report as articulated in C.5.2 of the IANA functions contract.

(See, SP 800-53r3)

d) All organizations shall have appropriate protection measures in place to prevent physical damage to facilities as appropriate.

6) All Components

a) All commercial off the shelf hardware and software components must have an established maintenance and update procedure in place.

i) Supplemental guidance on establishing an upgrading policy for an organization may be found in NIST SP 800-40.

b) All hardware and software components provide a means to detect and protect against unauthorized modifications/updates/patching.

Role Specific Requirements

7) Root Zone Key Signing Key (KSK) Holder[10]

The Root Zone KSK Holder (RZ KSK) is responsible for: (1) generating and protecting the private component of the RZ KSK(s); (2) securely exporting or importing any public key components, should this be required (3) authenticating and validating the public portion of the RZ Zone Signing Key (RZ ZSK); and (4) signing the Root Zone's DNSKEY record (ZSK/KSK).

a) Cryptographic Requirements

i) The RZ KSK key pair shall be an RSA key pair, with a modulus of at least 2048 bits.
ii) RSA key generation shall meet the requirements specified in FIPS 186-3.[11] In particular, key pair generation shall meet the FIPS 186-3 requirements for exponent size and primality testing.
iii) The RZ KSK private key(s) shall be generated and stored on a FIPS 140-2 validated

[10] The Root Zone KSK Holder is a responsibility performed by the IANA Functions Operator.
[11] Note that FIPS 186-3 and FIPS 140-2 are referenced as requirements in sections a and b, rather than supplemental guidance.

At least two persons shall be required to activate or access any cryptographic module that contains the complete RZ KSK private signing key.

i) The RZ KSK private key(s) shall be backed up and stored under at least two-person control. Backup copies shall be stored on FIPS 140-2 compliant HSM, validated at Level 4 overall, or shall be generated using m of n threshold scheme and distributed to organizationally separate parties.
ii) Backup copies stored on HSMs shall be maintained in different physical locations[14], with physical and procedural controls commensurate to that of the operational system.
iii) In the case of threshold secret sharing, key shares shall be physically secured by each of the parties.
iv) In all cases, the names of the parties participating in multi-person control shall be maintained on a list that shall be made available for inspection during compliance audits.

c) Root Zone KSK Rollover

i) Scheduled rollover of the RZ KSK shall be performed.[15] (See Contingency planning for unscheduled rollover.)
ii) RZ KSK rollover procedures shall take into consideration the potential future need for algorithm rollover.
iii) DNSSEC users shall be able to authenticate the source and integrity of the new RZ KSK using the previously trusted RZ KSK's public key.

d) Contingency Planning

[12] FIPS 140 defines hardware cryptographic modules, but this specification will use the more common HSM (for hardware security module) as the abbreviation.
[13] Note that FIPS 186-3 and FIPS 140-2 are referenced as requirements in sections a and b, rather than supplemental guidance.
[14] Backup locations are to be within the United States.
[15] The Department envisions the timeline for scheduled rollover of the RZ KSK to be jointly developed and proposed by the IANA Functions Operator and Root Zone Maintainer, based on consultation and input from the affected parties (e.g. root server operators, large-scale resolver operators, etc). Note that subsequent test plans may specify more or less frequent RZ KSK rollover to ensure adequate testing.

(2) The current RZ KSK is unavailable, but is not believed to be compromised.

e) DNS Record Generation/Supporting RZ ZSK rollover

i) The RZ KSK Holder shall authenticate the source and integrity of RZ ZSK public key material
   (1) Mechanisms must support proof of possession and verify the parameters (i.e., the RSA exponent)
ii) The signature on the root zone's DNSKEY record shall be generated using SHA-256.

f) Audit Generation and Review Procedures

i) Designated Audit personnel may not participate in the multi-person control for the RZ ZSK or RZ KSK.
ii) Audit logs shall be backed up offsite at least monthly.
iii) Audit logs (whether onsite or offsite) shall be protected from modification or deletion.
iv) Audit logs shall be made available upon request for Department review.

8) RZ KSK Public Key Distribution

a) The RZ KSK public key(s) shall be distributed in a secure fashion to preclude substitution attacks.

b) Each mechanism used to distribute the RZ KSK public key(s) shall either

i) Establish proof of possession of the RZ KSK private key (for public key distribution); or
ii) Establish proof of possession of the previous RZ KSK private key (for Root zone key rollover).

9) RZ Zone Signing Key (RZ ZSK) Holder[16]

[16] The RZ ZSK holder is a function performed by the Root Zone Maintainer, NOT the IANA Functions Operator.

i) The RZ ZSK key pair shall be an RSA key pair, with a modulus of at least 1024 bits.[17]
ii) RSA key generation shall meet the requirements specified in FIPS 186-3.[18] In particular, key pair generation shall meet the FIPS 186-3 requirements for exponent size and primality testing.
iii) RZ ZSK Digital Signatures shall be generated using SHA-256.
iv) The RZ ZSK private key(s) shall be generated and stored on a FIPS 140-2 compliant HSM. At a minimum, the HSM shall be validated at Level 4 overall.
v) All cryptographic functions involving the private component of the RZ ZSK shall be performed within the HSM; that is, the private component shall not be exported from the HSM except for purposes of key backup.

b) Multi-Party Control

i) Activation of the RZ ZSK shall require at least two-person control. This requirement may be satisfied through a combination of physical and technical controls.
ii) If the RZ ZSK private key(s) are backed up, they shall be backed up and stored under at least two-person control. Backup copies shall be stored on FIPS 140-2 validated HSM, validated at Level 4 overall.[19]
   (1) Backup copies shall be maintained both onsite and offsite[20], with physical and procedural controls commensurate to that of the operational system.
   (2) The names of the parties participating in multi-person control shall be maintained on a list and made available for inspection during compliance audits.

c) Contingency Planning

i) Procedures for recovery from failure of the operational HSM containing the RZ ZSK shall be designed to re-establish the capability to sign the zone within 2 hours.
ii) Procedures for emergency rollover of the RZ ZSK shall be designed to achieve key

[17] Note that these requirements correspond to those articulated in NIST SP 800-78 for authentication keys. Since there is no forward security requirement for the DNSSEC signed data, the more stringent requirements imposed on long term digital signatures do not apply.
[18] Note that FIPS 186-3 and FIPS 140-2 are referenced as requirements in sections 8a and 8 b, rather than as supplemental guidance.
[19] Note that FIPS 186-3 and FIPS 140-2 are referenced as requirements in sections 8a and 8 b, rather than as supplemental guidance.
[20] The Department expects backup locations to be within the United States.

d) Root Zone ZSK Rollover

i) The RZ ZSK shall be rolled over every six months at a minimum.[21]
ii) DNSSEC users shall be able to authenticate the source and integrity of the new RZ ZSK using the previously trusted RZ ZSK's public key.
iii) RZ KSK holder shall be able to authenticate the source and integrity of the new RZ ZSK.

e) Audit Generation and Review Procedures

i) Designated Audit personnel may not participate in the control for the RZ ZSK or RZ KSK.
ii) Audit logs shall be backed up offsite at least monthly.
iii) Audit logs (whether onsite or offsite) shall be protected from unauthorized access, modification, or deletion.
iv) Audit logs shall be made available upon request for NTIA review.

Other Requirements

10) Transition Planning

a) The IANA Functions Operator and Root Zone Maintainer shall have plans in place for transitioning the responsibilities for each role while maintaining continuity and security of operations. In the event the IANA Functions Operator or Root Zone Maintainer are no longer capable of fulfilling their DNSSEC related roles and responsibilities (due to bankruptcy, permanent loss of facilities, etc.) or in the event the Department selects a successor, that party shall ensure an orderly transition of their DNSSEC roles and responsibilities in cooperation with the Department.[22]

11) Personnel Security Requirements

[21] The timelines specified in this document apply to the operational system. Subsequent test plans may specify more or less frequent RZ ZSK rollover to ensure adequate testing.
[22] For the IANA Functions Operator, the transition plan shall be incorporated into that which is called for in section C.7.3 of the IANA functions contract.

but not both.

b) Security Training

i) All personnel with access to any cryptographic component used with the Root Zone Signing process shall have adequate training for all expected duties.

12) Root Zone Maintainer Basic Requirements

a) Ability to receive NTIA authorized TLD Resource Record Set (RRset) updates from NTIA and IANA Functions Operator
b) Ability to integrate TLD RRset updates into the final zone file
c) Ability to accept NTIA authorized signed RZ keyset(s) and integrate those RRsets into the final zone file

13) IANA Functions Operator Interface Basic Functionality

a) Ability to accept and process TLD DS records. New functionality includes:
   i) Accept TLD DS RRs
      (1) Retrieve TLD DNSKEY record from the TLD, and perform parameter checking for the TLD keys, including verify that the DS RR has been correctly generated using the specified hash algorithm.
   ii) Develop with, and communicate to, TLD operators procedures for:
      (1) Scheduled roll over for TLD key material
      (2) Supporting emergency key roll over for TLD key material.
      (3) Moving TLD from signed to unsigned in the root zone.
b) Ability to submit TLD DS record updates to NTIA for authorization and inclusion into the root zone by the Root Zone Maintainer.
c) Ability to submit RZ keyset to NTIA for authorization and subsequent inclusion into the root zone by the Root Zone Maintainer.

14) Root Zone Management Requirements[23]

[23] The Department envisions the IANA Functions Operator and Root Zone Maintainer jointly agree to utilizing pre-existing processes and/or deciding and proposing new methods by which each of these requirements are designed and implemented, subject to Department approval.

f) Procedures for managing the movement of TLD from signed to unsigned.[25]
g) Procedures for DNSSEC revocation at the root zone and returning the root zone to its pre-signed state.

[24] To the extent possible, on 24 hour notice under the existing manual system and on 12 hours notice once the automated system is utilized.
[25] To the extent possible, this must be within 48 hours.

The CO reserves the right to designate other Government agents as authorized representatives upon unilateral written notice to the Contractor, which may be accomplished in the form of a transmittal of a copy of the authorization. The Government reserves the right to inspect the premises, systems, and processes of all security and operational components used for the performance of all Contract requirements and obligations.

E.2 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001)

(a) *Definitions*. As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may --

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

The Contractor shall perform all work at the Contractor's facilities.

F.3 DISTRIBUTION OF DELIVERABLES

The Contractor shall submit **one (1) copy** to the COR.

F.4 DELIVERABLES

The listed below are the deliverables required by this contract. Section C of this contract contains information about the deliverables.

Clause No.	Clause	Deliverable	Due Date
C.2.6	Transparency and Accountability	User instructional documentation including technical requirements	Six months after award
C.2.7	Responsibility and Respect for Stakeholders	Documenting the source of the policies and procedures.	Six months after award
C.2.8	Performance Standards	Performance Standards	Six months after award
C.2.9.2e	Root Zone Automation	Automated Root Zone	Nine months after award
C.2.9.2g	Customer Service Complaint Resolution Process (CSCRP)	Customer Compliant Process	Six months after award
C.3.4	Security Plan	Documenting Practices and configuration of all systems	Annually
C.4.1	Monthly Performance Progress Report includes DNSSEC	Report based on C.2	Monthly
C.4.2	Root Zone Management	Root Zone Management	Nine months

C.4.4	Customer Service Survey	Customer Service Survey	Annual Report of Customer Survey
C.4.5	Final Report	Final Report	Expiration of Contract
C.5.1	Audit Data	Audit Report	Annually
C.5.2	Root Zone Management Audit Data	Root Zone Management Audit Report	Nine Months after award and Monthly Report thereafter
C.5.3	External Auditor	External Audit Report	Annually
C.6.2.4	Conflict of Interest Enforcement and Compliance Report	Enforcement and Compliance Report	Annually
C.7.2	Contingency and Continuity of Operations Plan (The CCOP)	Contingency and Continuity of Operations for the continuation of the IANA Functions in case of an emergency.	Annually
C.7.3	Transition to Successor	Transition plan in case of successor contractor.	Eighteen (18) months after date of contract award

F.5 GOVERNMENT RIGHTS TO DELIVERABLES

All deliverables provided under this contract become the property of the U.S. Government.

F.6 GOVERNMENT REVIEW OF DELIVERABLES

The Government shall review all deliverables and determine acceptability. Any deficiencies shall be corrected by the Contractor and resubmitted to the Government within ten (10) workdays after notification.

F.7 REQUIRED DELIVERABLES

G.1 CONTRACTING OFFICER'S AUTHORITY

CONTRACTING OFFICER'S AUTHORITY (CAR 1352.201-70) (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (CAR 1352.201-72) (APR 2010)

(a) **Vernita D. Harris, Deputy Associate Administrator** is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract.

The COR is located at:
1401 Constitution Avenue, N.W., Room 4701, Washington, DC 20230
PHONE NO: 202.482.4686
Email: vharris@ntia.doc.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Certified cost or pricing data.* If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to --

(1) The proposal for the contract, subcontract, or modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;
(3) Pricing of the contract, subcontract, or modification; or
(4) Performance of the contract, subcontract or modification.

(d) *Comptroller General—*

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports*. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the

(f) *Availability*. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition --

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and --

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which certified cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

Alternate I (Mar 2009). As prescribed in 15.209 (b)(2), substitute the following paragraphs (d)(1) and (g) for paragraphs (d)(1) and (g) of the basic clause:

(d) *Comptroller General or Inspector General*.

and

(ii) Interview any officer or employee regarding such transactions.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

Alternate II (Apr 1998). As prescribed in 15.209(b)(3), add the following paragraph (h) to the basic clause:

(h) The provisions of OMB Circular No.A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

Alternate III (Jun 1999). As prescribed in 15.209(b)(4), delete paragraph (d) of the basic clause and redesignate the remaining paragraphs accordingly, and substitute the following paragraph (e) for the redesignated paragraph (e) of the basic clause:

(e) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

"Made" means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that is benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor's rights.*

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor

extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)2() and 27.(304(f).

(c) *Contractor's obligations.*

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e*., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner

(1) *Ownership*. The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License*. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) *Contractor action to protect the Government's interest*.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, “This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention.”

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry*. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement

U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor’s licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

H.3 RESERVED

H.4 RIGHTS IN DATA – SPECIAL WORKS (FAR 52.227-17) (DEC 2007)

(a) *Definitions*. As used in this clause--

“Data” means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of Rights.*

(1) The Government shall have—

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) *Copyright—*

(1) *Data first produced in the performance of this contract.*

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the

(e) *Indemnity*. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.5 RIGHTS IN DATA -- EXISTING WORKS (FAR 52.227-18) (DEC 2007)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.6 BANKRUPTCY (FAR 52.242-13) (JUL 1995)

contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

H.7 PRINTING (CAR 1352.208-70) (APR 2010)

(a) The contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 production units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 103/4by 141/4inches. A "production unit" is one sheet, size 81/2x 11 inches (215 x 280 mm), one side only, and one color ink. Production unit requirements are outlined in the Government Printing and Binding Regulations.

(b) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the contractor to respond to the terms of the contract).

(c) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.

(d) The contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

H.8 KEY PERSONNEL (CAR 1352.237-75) (APR 2010)

(a) The contractor shall assign to this contract the following key personnel:

NAME	POSITION
Elise Gerich	IANA Functions Program Manager

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.9 ORGANIZATIONAL CONFLICT OF INTEREST (CAR 1352.209-74) (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as “contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the

in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms “contract,” “contractor,” and “Contracting Officer” shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507–1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

H.10 RESTRICTIONS AGAINST DISCLOSURE (CAR 1352.209-72) (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.11 COMPLIANCE WITH LAWS (CAR 1352.209-73) (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

H.12 DUPLICATION OF EFFORT (CAR 1352.231-71) (APR 2010)

The contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the contractor, whose responsibility it will be to account for it accordingly.

H.13 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

H.14 CONTRACTOR IDENTIFICATION RESPONSIBILITIES

H.15 NOTICE REQUIREMENT

The Contractor agrees that it will immediately inform the Contracting Officer and the Contracting Officer's Representative in the event that the Contractor's Chairman of the Board of Directors initiates any investigation by an independent auditor of potential corporate insolvency.

H.16 CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

(a) By signing and submitting this application, the prospective Contractor provides the certification set out below:

(1) The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts, as that term is defined in Executive Order 13224.

(2) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it must be aware.

(3) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

(b) For the purposes of this certification, the Contractor's obligations under paragraph "a" are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far/

I.2 52.202-1 DEFINITIONS (JUL 2004)

I.3 52.203-3 GRATUTIES (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

I.10 52.204-2 SECURITY REQUIREMENTS (AUG 2000)

I.11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

I.12 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

I.13 52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

I.14 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

I.15 RESERVED

I.16 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.17 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.21 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)

I.22 52.222.54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.23 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.24 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.25 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.26 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.27 52.227-2 NOTICE OF ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.28 52.227-3 PATENT INDEMNITY (APR 1984)

I.29 52.227-14 RIGHTS IN DATA—GENERAL, ALTERNATES I, II, III, IV (DEC 2007)

I.30 52.229-3 FEDERAL, STATE AND LOCAL TAXES (APR 2003)

I.31 52.232-20 LIMITATION OF COST (APR 1984)

I.32 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.33 52.232-25 PROMPT PAYMENT (OCT 2008)

I.34 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

I.35 52.233-1 DISPUTES (JUL 2002), ALTERNATE I (DEC 1991)

I.36 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.41 52.242-13 BANKRUPTCY (JUL 1995)

I.42 52.242-14 SUSPENSION OF WORK (APR 1984)

I.43 52.242-15 STOP-WORK ORDER (AUG 1989)

I.44 52.243-1 CHANGES-FIXED PRICE (AUG 1987) Alternate I (APR 1984)

I.45 52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987), ALTERNATE I (APR 1984)

I.46 52.244-2 SUBCONTRACTS (OCT 2010)

I.47 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.48 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.49 52.246-20 WARRANTY OF SERVICES (MAY 2001)
[The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 120 days from the date of acceptance by the Government.]

I.50 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

I.51 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (MAY 2004) ALT II (SEP 1996)

I.52 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)

I.53 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) (ALT V) (SEP 1996)

I.54 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.55 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of

requirements via the CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423, or 269-961-5757.

I.57 52.216-11 COST CONTRACT – NO FEE (APR 1984)

(a) The Government shall not pay the Contractor a fee for performing this contract.

I.58 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days of expiration of the contract.

I.59 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **within 15 calendar days before the expiration of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend **at least 30 calendar days before the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven years.

I.60 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer addressed as follows: Mona-Lisa Dunn, Contracting Officer, 1401 Constitution Avenue, NW, Room 6521, Washington, DC 20230 by obtaining written and dated acknowledgment of receipt from Mona-Lisa Dunn.

either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

COMMERCE ACQUISITION REGULATION (CAR) CLAUSES INCORPORATED IN FULL TEXT

I.62 1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

(b) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the contractor to respond to the terms of the contract).

(c) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.

(d) The contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

I.63 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(a) An agency protest may be filed with either: (1) The Contracting Officer, or (2) at a level above the Contracting Officer, with the appropriate agency Protest Decision Authority. *See* 64 FR 16,651 (April 6, 1999).

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

Ms. Mona-Lisa Dunn, Contracting Officer
U.S. Department of Commerce
Office of Acquisition Management
Commerce Acquisition Solutions, Room 6521
14th and Constitution Avenue, NW
Washington, D.C. 20230
Fax: 202-482-1470
Email: mdunn@doc.gov

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:

Mr. Mark Langstein, Esquire
U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, NW
Washington, D.C. 20230.
FAX: (202) 482-5858

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482–5858.

Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows: U.S. Department of Commerce, Office of the General Counsel, Chief, Contract Law Division, Room 5893, Herbert C. Hoover Building, 14th Street and Constitution Avenue, NW., Washington, DC 20230. FAX: (202) 482–5858.

I.67 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days – National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days – Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days – National Agency Check and Inquiries (NACI)

(2) Contracts less than 180 days – National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

the Office of Security headquarters.

(f) DoC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of

National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

I.68 1352.242-70 POSTAWARD CONFERENCE (APR 2010)

A post award conference with the successful Offeror may be required. If required, the Contracting Officer will contact the contractor within 10 days of contract award to arrange the conference.

I.69 1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.

(b) The place of acceptance will be:

U.S Department of Commerce – NTIA
Office of International Affairs
1401 Constitution Avenue, NW,
Room 4701
Washington, DC 20230

I.70 1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from October 1, 2012 through September 30, 2015. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	October 1, 2015	September 30, 2017
Option II	October 1, 2017	September 30, 2019

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9 (see Paragraph I.59 above).

ICANN CONFLICT OF INTEREST ENFORCEMENT AND COMPLIANCE REPORT
3 JANUARY 2014

Pursuant to Section C.6 of contract SA1301-12-CN-0035 between the U.S. Department of Commerce and the Internet Corporation for Assigned Names and Numbers (ICANN) ("IANA Functions Contract"), the following report has been developed and provided to NTIA and will be published on ICANN website..

Section C.6.1 – ICANN maintains a written, enforced conflicts of interest policy. The policy is distributed to all applicable parties at the time of engagement (e.g., start date) and is redistributed on an annual basis.

ICANN staff are required to acknowledge and certify that they have read and agree to abide by ICANN's Conflict's of Interest Policy, Confidentiality Policy, and Outside Business Activities Policy (including disclosure of any outside business activities). This is done both at time of hire as well as on an annual basis.

ICANN's COI policies and related policies, practices and procedures continue to be maintained in numerous documents (many of which are publicly posted):

- ICANN's Employee Conflict of Interest policy, which is also applicable to subcontractors
- ICANN's Conflict of Interest policy applicable to ICANN's Board of Directors, Officers and Key Employees
- ICANN's Code of Conduct
- ICANN's Expected Standards of Behavior
- ICANN's Corporate Governance Guidelines
- Summary of ICANN's Rules for Staff Interactions with the Community after the Approval of the New gTLD Program

Section C.6.2 – ICANN has appointed a Conflict of Interest Officer (COIO). The current COIO is Steve Antonoff – Director of Human Resources Operations. The COIO has regularly reviewed the applicable policies, practices and procedures and updated as appropriate.

Section C.6.2.1 – The COIO ensures distribution of the conflict of interest policy to all employees, directors and subcontractors upon their election, re-election or appointment and annually thereafter.

Section C.6.2.2 – The COIO has taken all steps necessary to ensure that each of ICANN's employees, directors and subcontractors has completed a certification with disclosures of any known conflicts of interest upon their election, re-election or appointment, and annually thereafter. Each certification is reviewed by the COIO, or other appropriate party depending on who has made the disclosure, to determine if there are any disclosures of known conflicts of interest and what actions, if any, need to be taken based on any disclosed known conflicts of interest. The COIO is responsible for ensuring a record is kept of the date each certification is received back and reviewed.

All potential conflicts of interest disclosed on completed certifications were reviewed by the COIO and/or by other relevant staff such as the Office of the General Counsel and/or other executive staff. Any potential conflicts were resolved to ensure appropriate mitigation.

Section C.6.2.3 – The COIO requires that each of ICANN's employees, directors, and subcontractors promptly updates the certificate to disclose any interest, transaction, or opportunity covered by the conflict of interest policy that arises during the annual reporting period. Appropriate reminders regarding reporting and compliance are sent out during the annual reporting period.

Section C.6.2.4 – As required by the IANA Functions Contract, ICANN hereby represents that no major events have occurred, no problems were encountered, and no changes are required no C.6.

Section C.6.2.5 – In accordance with Section H.5 [sic] {Section H.9}, ICANN warrants that, to the best of ICANN's knowledge and belief, it has not received or otherwise been exposed to any nonpublic source selection or competing contractor information, and there are no relevant facts or circumstances which would give rise to an Organizational Conflict of Interest. To the best of ICANN's knowledge and belief, there are no impediments to ICANN's ability to do the following: (i) render impartial assistance or advice; or (ii) objectively perform work under the IANA Functions Contract. Further, to the best of ICANN's knowledge and belief, there is nothing that would provide ICANN with an unfair competitive advantage because of access to non-public government information. Moreover, there is nothing in the statement of work in the solicitation that would entail access to proprietary information of a competing contractor.

The Washington Post

Business

Contract expiration to end U.S. authority over Internet IP addresses

By Craig Timberg
September 30, 2016

Forty-seven years of U.S. government authority over the Internet's most basic functions is slated to end Saturday, not with a celebration or a wake but with the quiet expiration of a contract.

The agreement essentially gives a California-based nonprofit group the sole authority to organize cyberspace's address book. And though this entity, the Internet Corporation for Assigned Names and Numbers (ICANN), has played this vital role for years, the retreat of U.S. control has sparked charges that the Obama administration is abandoning the final vestiges of a crucial — if rarely exercised — oversight position.

The complaints have had a decidedly partisan cast. The campaign of GOP presidential nominee Donald Trump has bashed the idea. Sen. Ted Cruz (R-Tex.) has sought to halt the move through legislation. Four Republican state attorneys general on Friday unsuccessfully sought a restraining order from a federal judge.

"President Obama intends to give increased control of the Internet to authoritarian regimes like China, Russia, and Iran," Cruz said in a statement this week, after he tried and failed to add legislation to a congressional funding measure. "Like Jimmy Carter gave away the Panama Canal, Obama is giving away the Internet."

The Internet, as technical experts have pointed out, is not owned by the United States and can't be given away. Yet the symbolism of the moment is powerful. The network began as a Pentagon program during the Cold War, just months after the first moon landing in 1969. The United States is now retreating at a time when concerns over online crime and cyberwarfare are growing, and critics worry that rival nations such as China and Russia are posing a greater online threat to American national security interests.

ICANN's executives and board of directors, who oversee the organization day to day, will now report to what the group calls the Internet's "stakeholder community" — a lightly defined mix of corporate interests, government officials, activists and experts spread across four international bodies.

The United States, for example, will have one seat on the 164-member Governmental Advisory Committee, theoretically equal in power to Barbados or Luxembourg.

While the Internet itself was designed to function without a central authority, ICANN has played a crucial role since its founding in 1998 at the urging of the Clinton administration, replacing a program run under the authority of the Defense Department. ICANN oversees the process of assigning domain names and the underlying Internet Protocol, or IP, addresses, allowing users and anyone on the Internet to navigate to sites such as washingtonpost.com.

The role played by the U.S. Commerce Department in recent years largely has been perfunctory, approving technical updates to the domain-name system.

The oversight exerted by the U.S. government "was more symbolic than practical," said Christopher Mondini, an ICANN vice president. "The U.S. government and every administration since 1998 always intended for this contract to lapse."

Yet even though the oversight activity was modest, the U.S. government asserted a degree of control simply by extending the contract to ICANN. U.S. officials had the authority, if they wanted, to rescind the contract and offer it to another group. This arrangement long has had some international critics — more than 90 percent of the world's 3.6 billion Internet users live in other countries — but complaints sharpened in 2013, after Edward Snowden's revelations about the extent of U.S. spying on global Internet traffic.

Even among those who favored U.S. oversight, ICANN's actions have sometimes sparked controversy.

The rapid expansion of what are called top-level domain names — such as .com and .org — has frustrated critics, who question decisions to designate .sex or .navy to private companies to manage.

"Somebody has to be responsible for this. This is a common space," said Garth Bruen, a Boston-based cybersecurity expert who sits on an ICANN advisory board and is worried about

the withdrawal of U.S. government authority. “There’s no checks and balances anymore. . . . Before, there was a threat of accountability.”

Supporters of ending the U.S. government’s role speak of the oversight potential of the “stakeholder community,” which while diffuse has gained more official powers in recent years in anticipation of its expanded authority over ICANN.

Though this community theoretically has the power to fire ICANN’s board of directors or revoke its authority altogether, all actions are supposed to be done by consensus.

Advocates of this approach say that the many interests will work together to keep the Internet stable and free. Most major technology and telecommunications companies have endorsed the transition. They say that fears of other nations taking control of the Internet are overblown.

“There is absolutely no way that this is going to imperil freedoms. There is absolutely no way that this is going to allow Russia or Iran or anybody to take control of the Internet. This has nothing to do with that,” said Matthew Shears, director of Global Internet Policy for the Center for Democracy and Technology, a Washington-based advocacy group supported in part by the tech industry.

Yet even Shears and other supporters of this model say it is without precedent. Critics, meanwhile, say it is unworkable, potentially allowing ICANN’s own staff and corporate interests to run amok with no feasible mechanism for reigning it.

The effort by the four attorneys general — from Texas, Arizona, Oklahoma and Nevada — probably was the last stand for those resisting the relinquishing of U.S. authority. The request for a temporary restraining order, which was heard in a federal court in Galveston, Tex., Friday afternoon, alleged that the action overstepped U.S. government authority and would harm users of .gov domains, including the states that filed the lawsuit. The judge ruled against the request.

ICANN will remain subject to state law in its home of California — at least as long as the international group keeps its headquarters there.

Craig Timberg

Craig Timberg is a national technology reporter for The Washington Post. Since joining The Post in 1998, he has been a reporter, editor and foreign correspondent, and he contributed to The Post's Pulitzer Prize-winning coverage of the National Security Agency. Follow

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page of Pages
	1 2

2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
0005	OCT 21, 2016	AA-NTI-WC-D-17-00190	

6. ISSUED BY CODE 000SA
U.S. DEPARTMENT OF COMMERCE
14TH & CONSTITUTION AVE. NW
ACQUISITION SERVICES RM 6520
WASHINGTON DC 20230
Sanestra Whiting 202-482-7847 swhiting@doc.gov

7. ADMINISTERED BY (If other than item 6) CODE
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code)
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
12025 WATERFRONT DRIVE
SUITE 300
LOS ANGELES CA 90094
DUNS: 045511487
Cage Code: 4A4S9

310-823-9358

CODE 00000428 FACILITY CODE

(x)	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. SA1301-12-CN-0035
	10B. DATED (SEE ITEM 13) OCT 01, 2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

Modification Amount: $0.00
Modification Obligated Amount: $0.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

Check One	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR: 4.804 Closeout Contract File

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to Close Out contract SA1301-12-CN-0035 in its entirety.

All other terms and agreements remain the same.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Jon Gofus, Contracting Officer

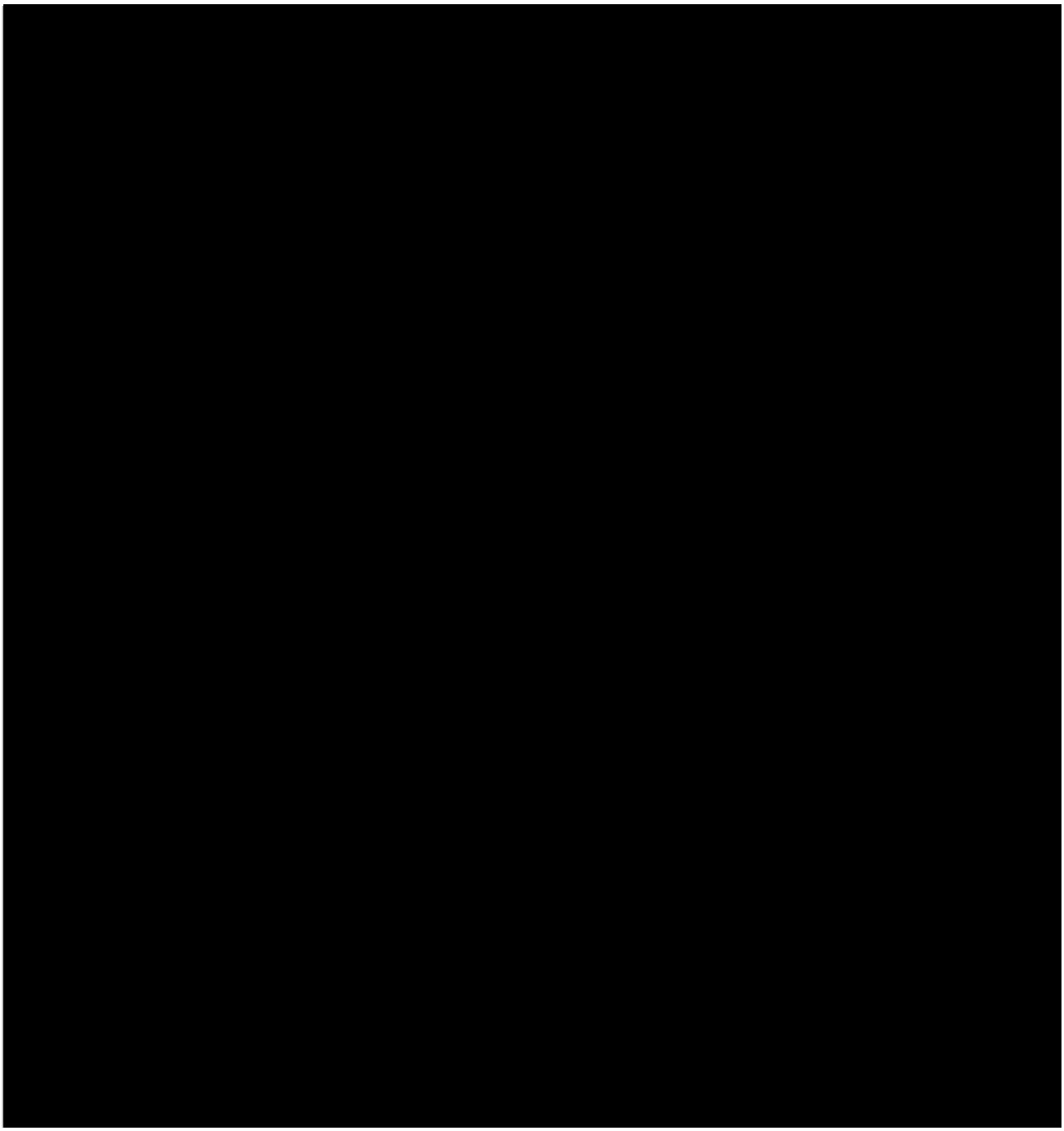
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	OCT 21, 2016

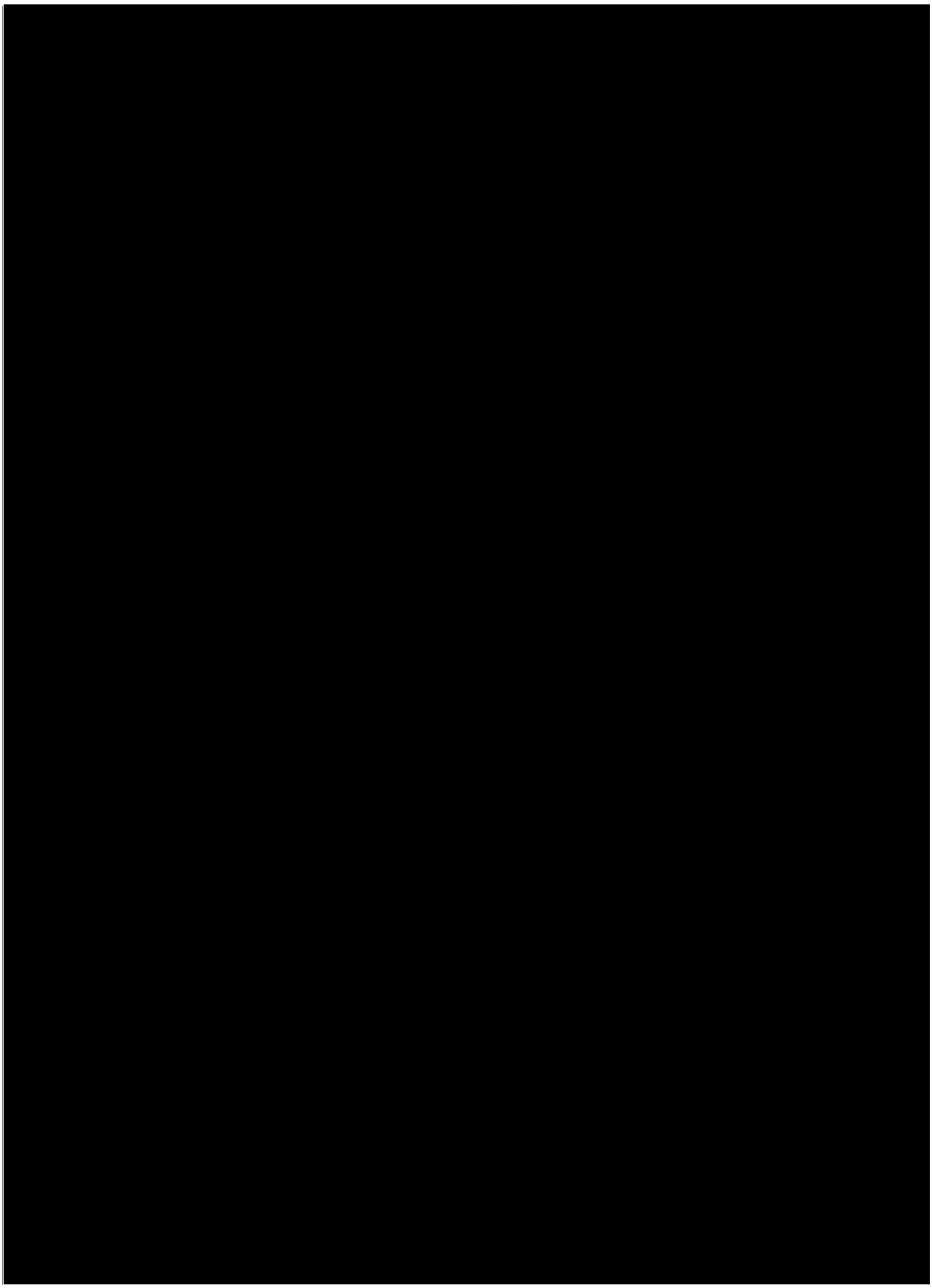
NSN 7540-01-152-8070
Previous Edition unusable

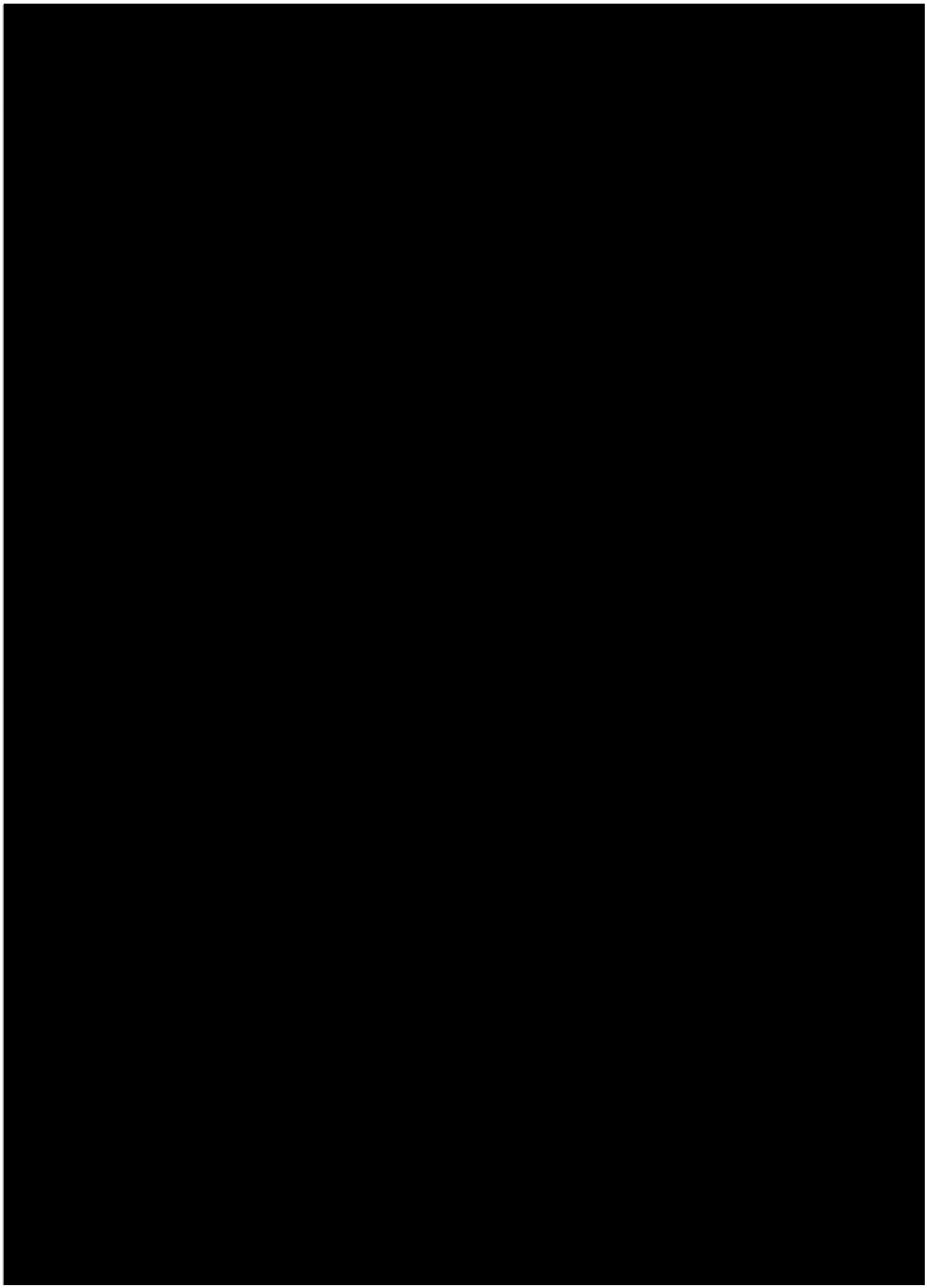
STANDARD FORM 30. (Rev. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

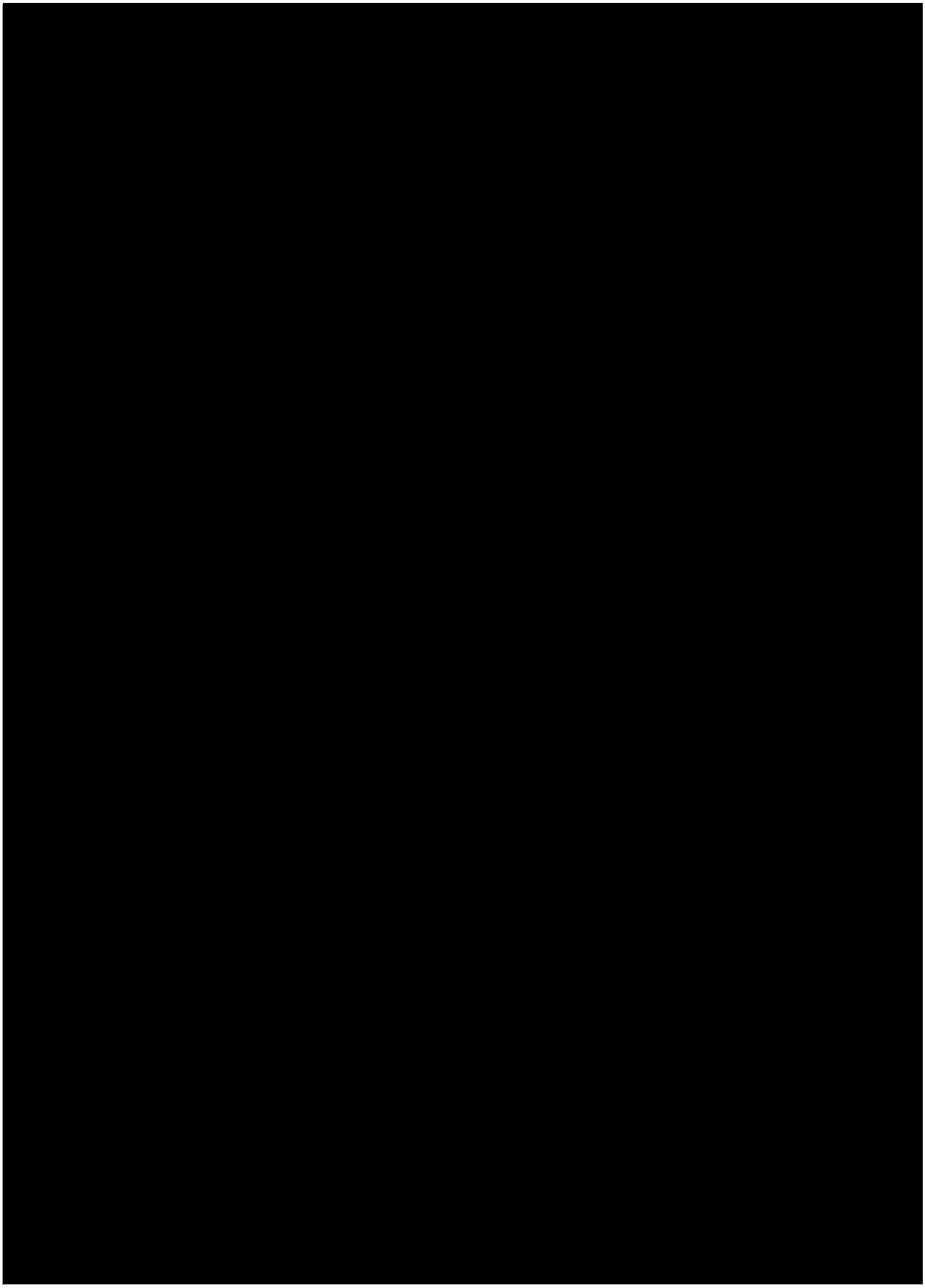
SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	Contracting Officer: Jon Gofus Primary Contracting Officer Representative: Vernita D. Harris, 202-482-4686, vharris@NTIA.doc.gov Alternate Contracting Officer Representative(s): None Primary Technical Point of Contact: None Alternate Technical Point(s) of Contact: Vernita D. Harris, 202-482-4686, vharris@NTIA.doc.gov				

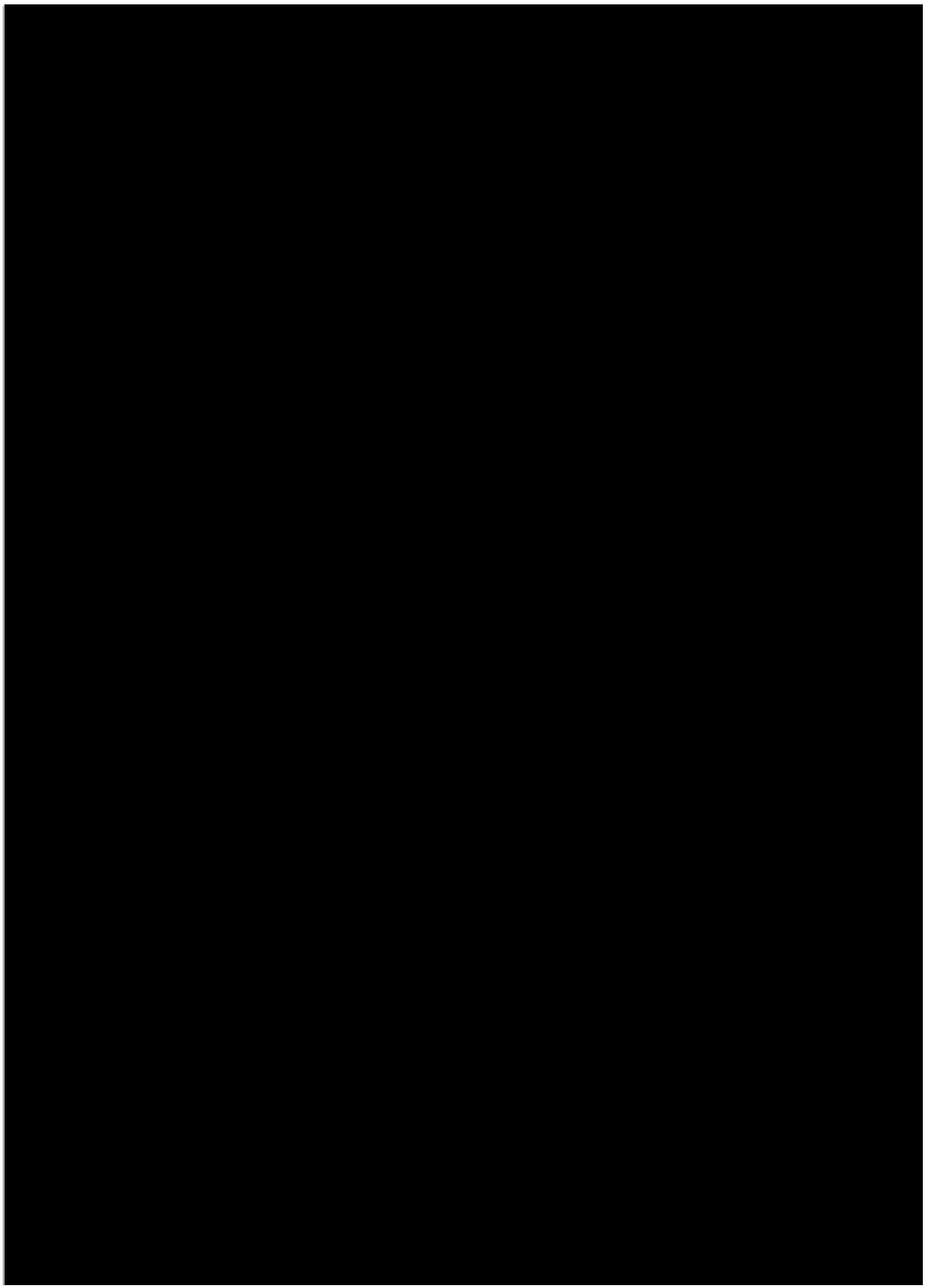
[redacted]

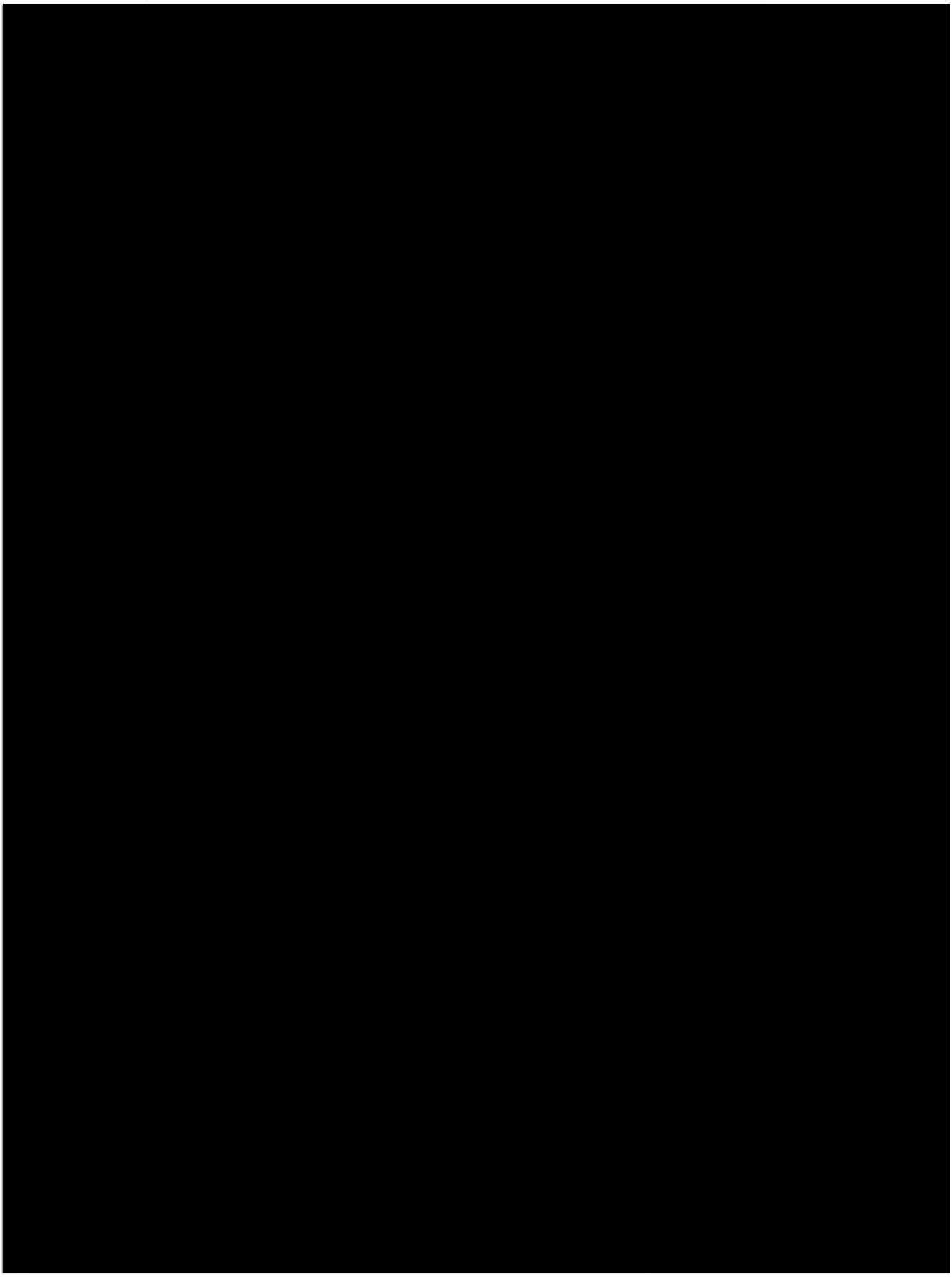


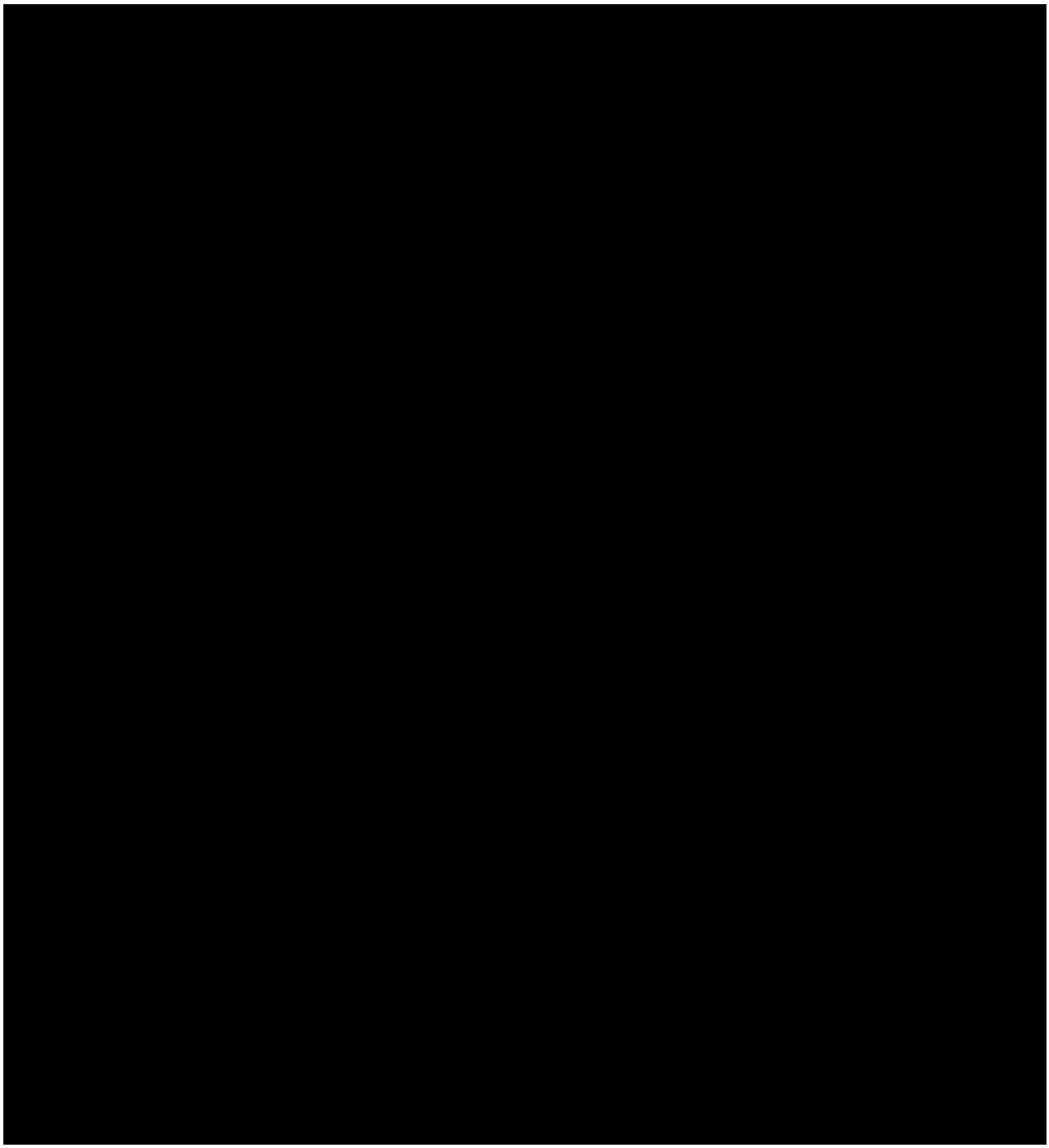












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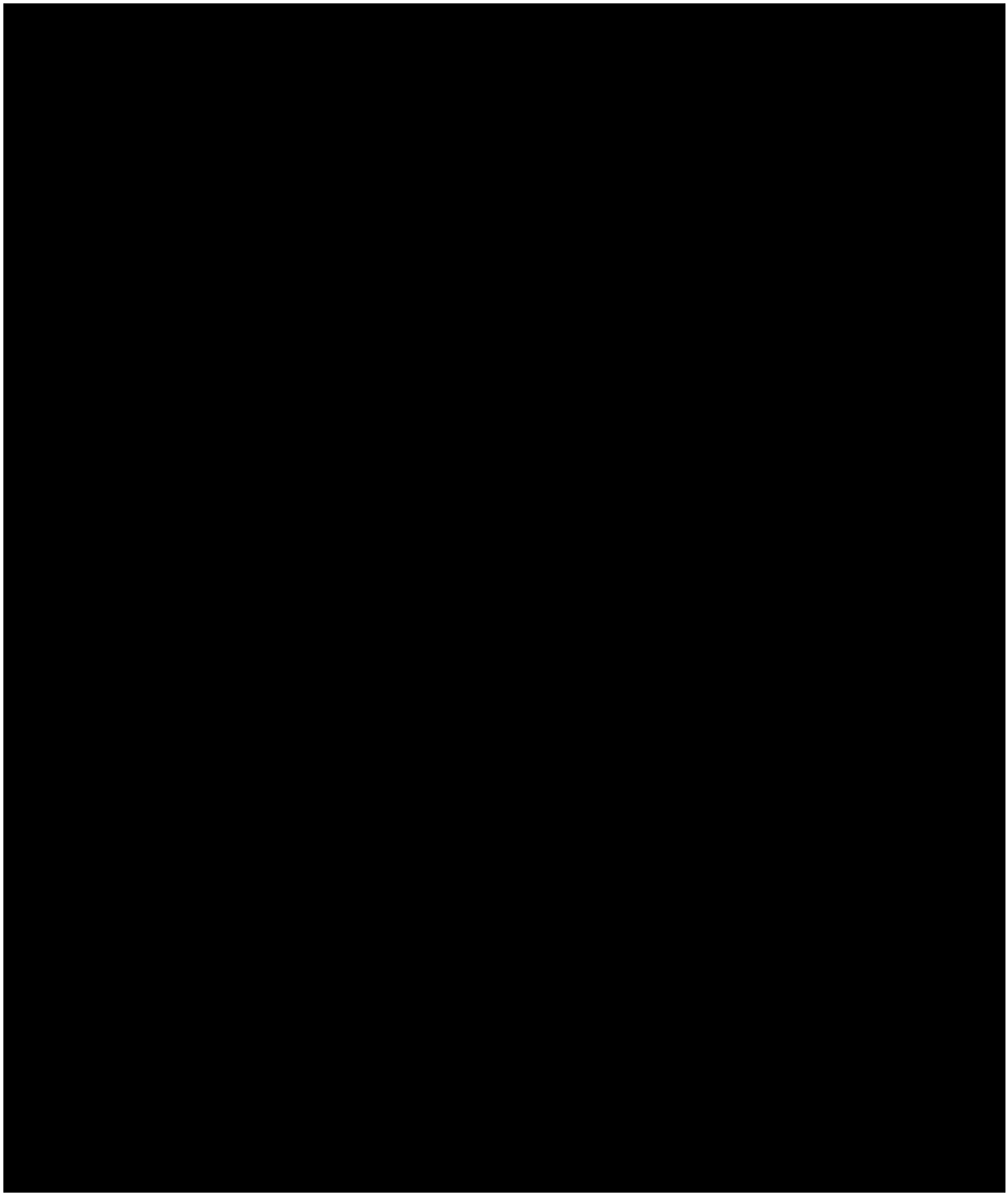

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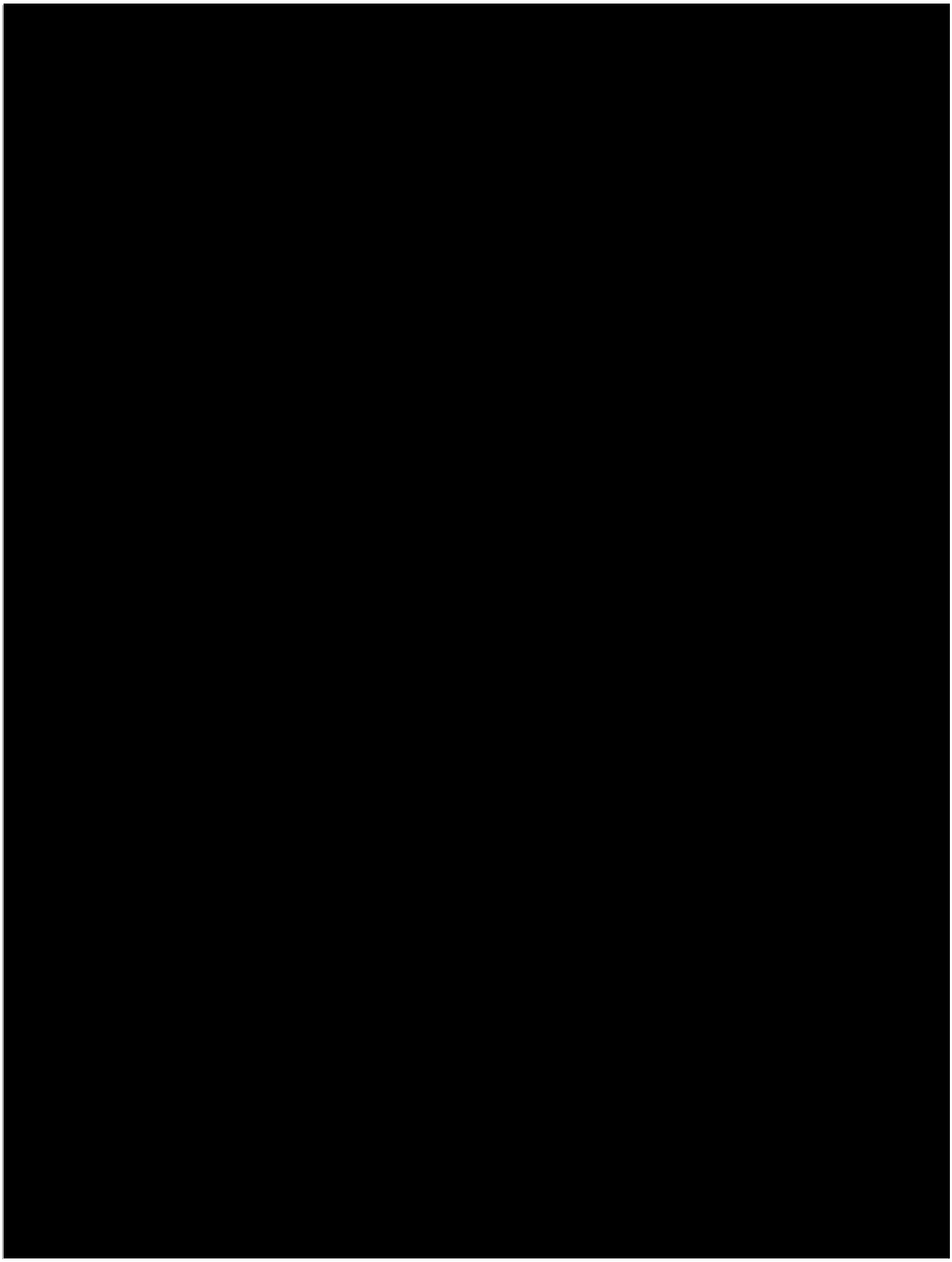

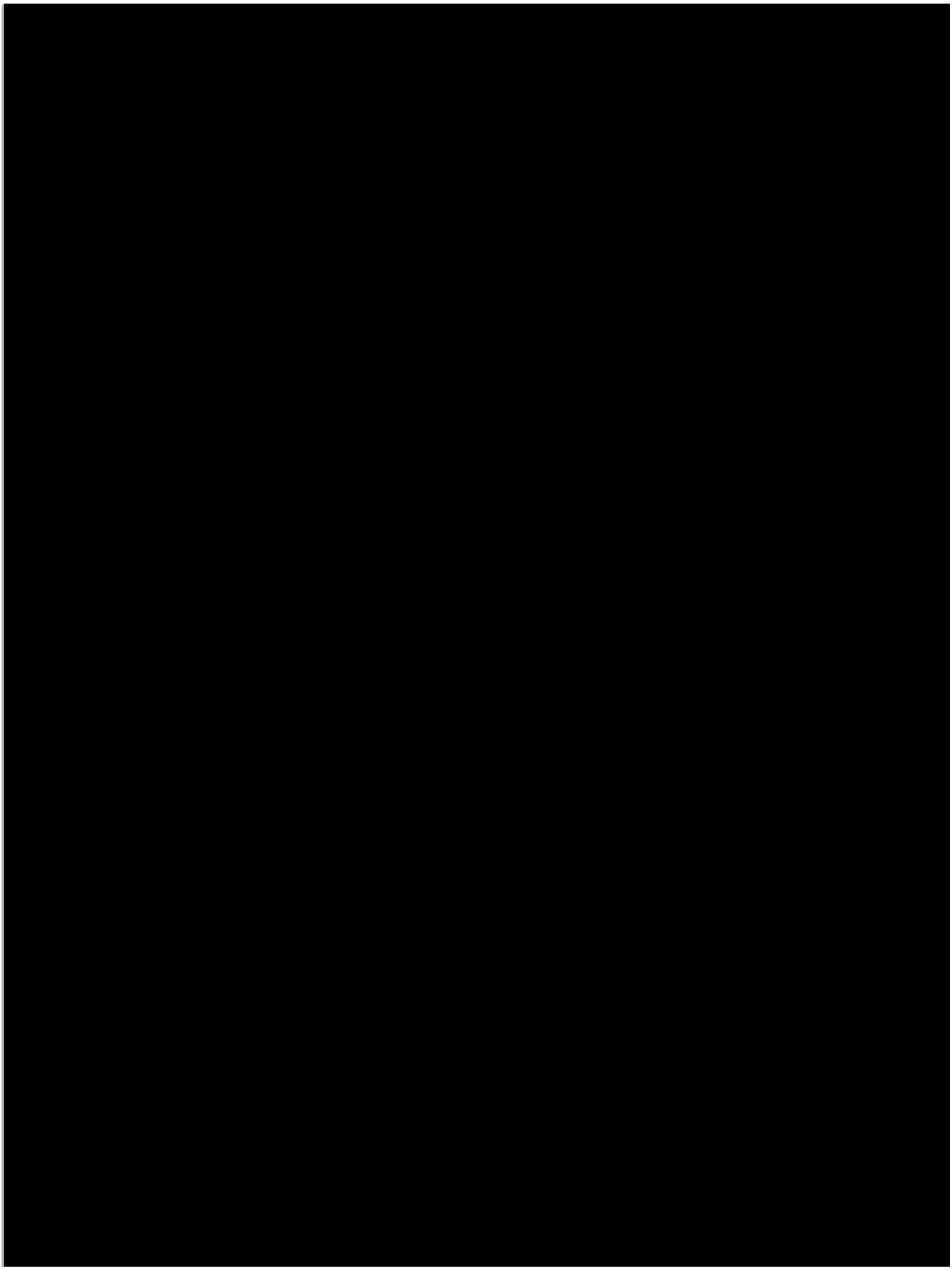

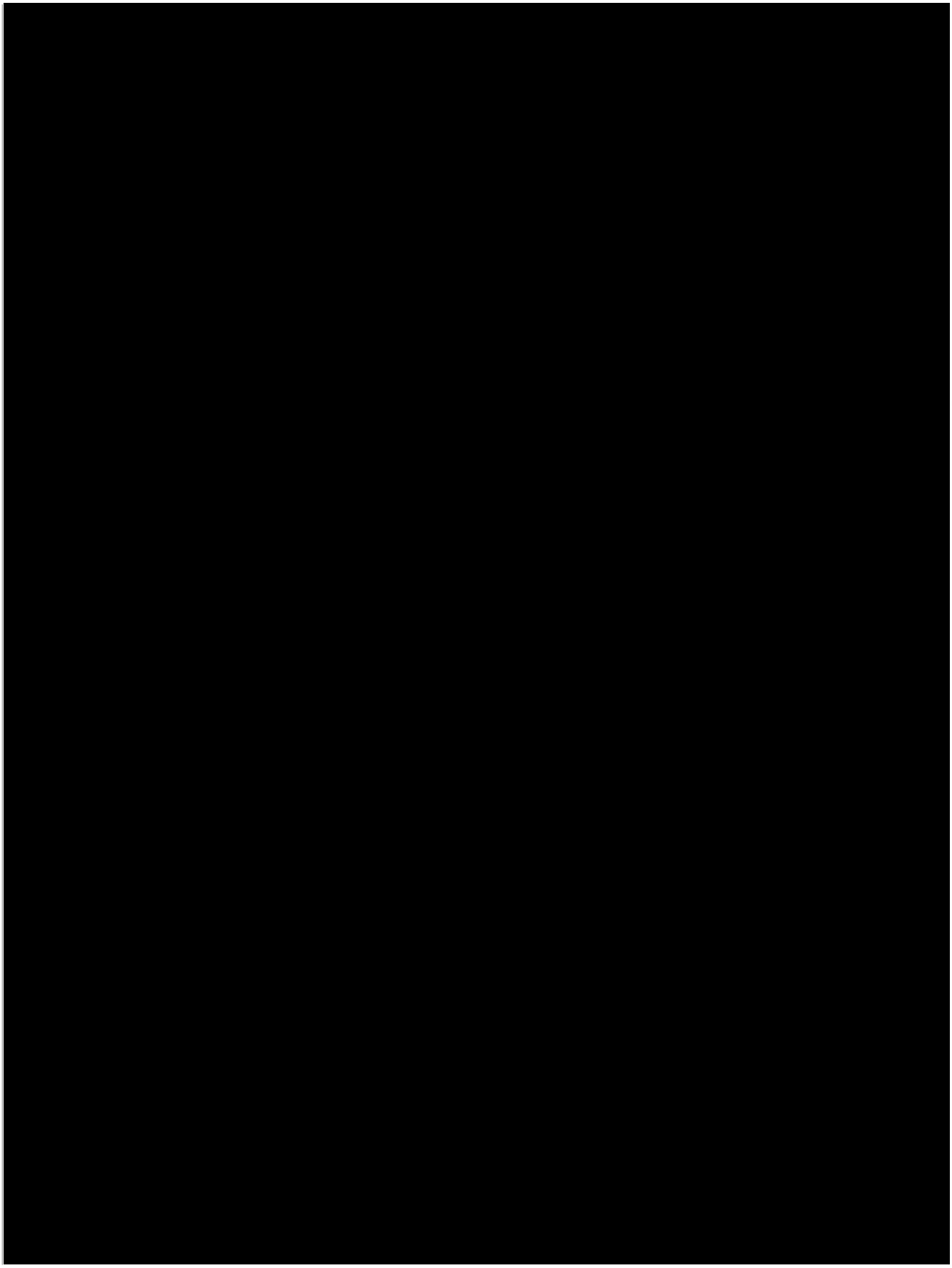

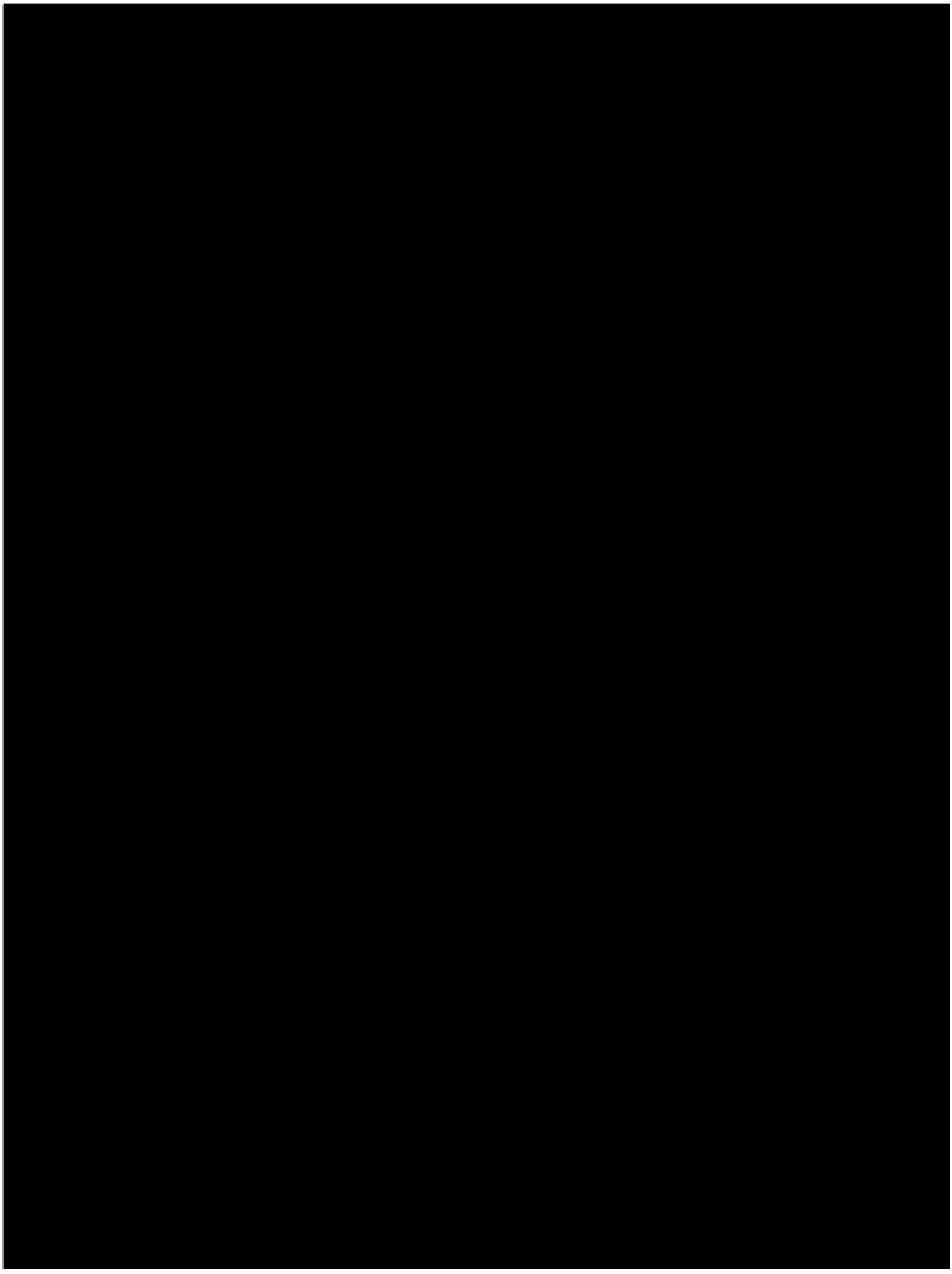

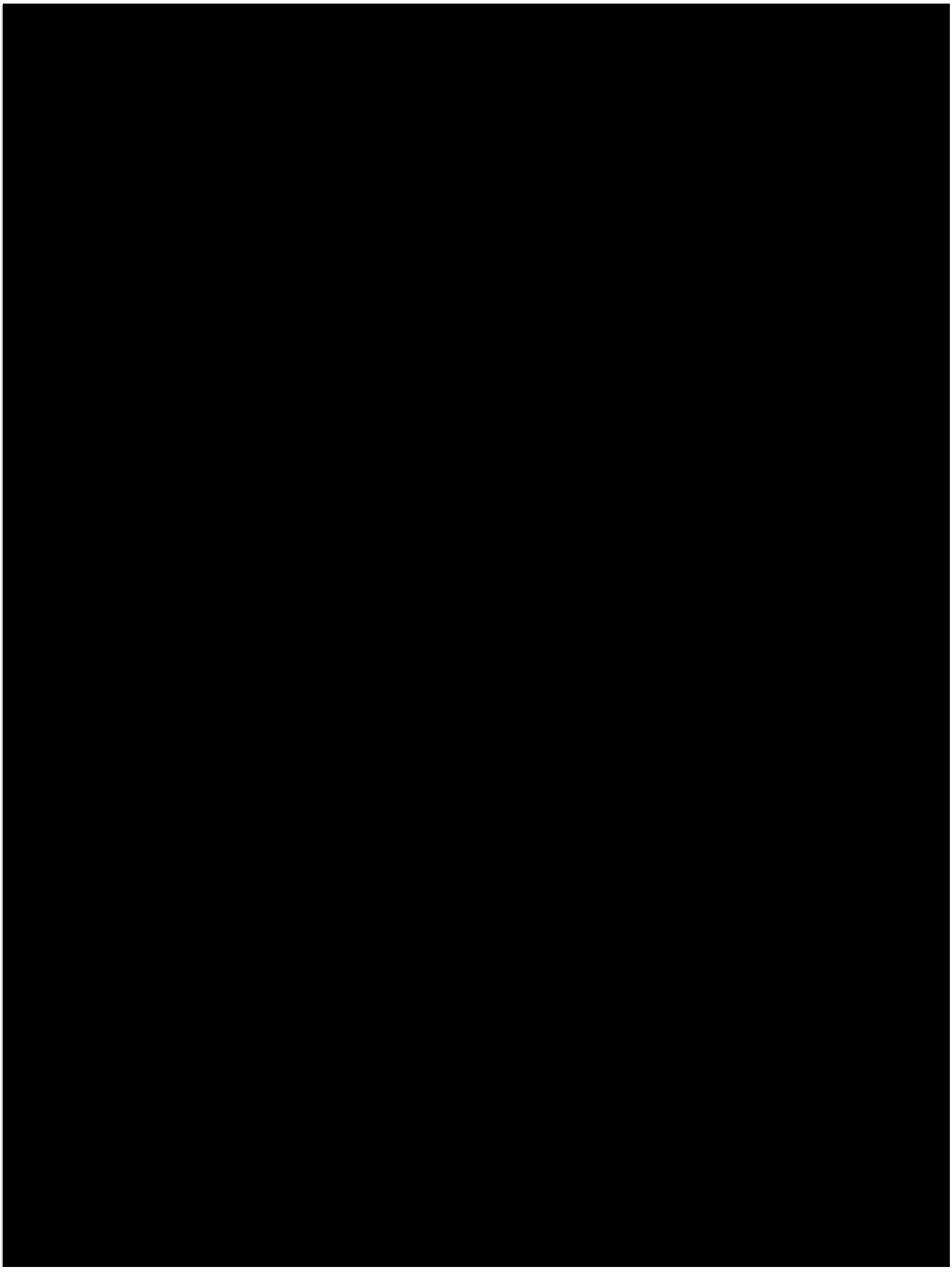

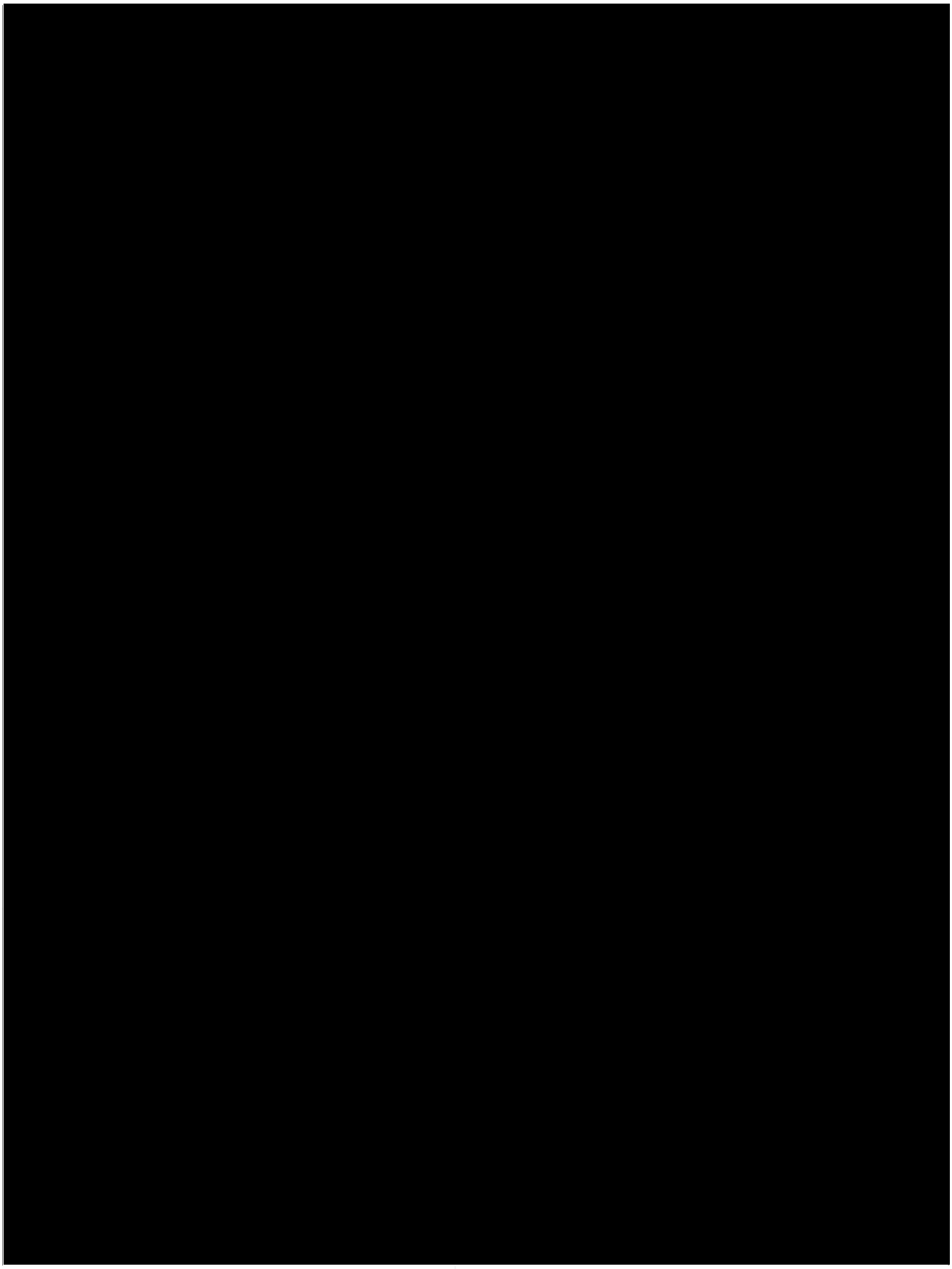

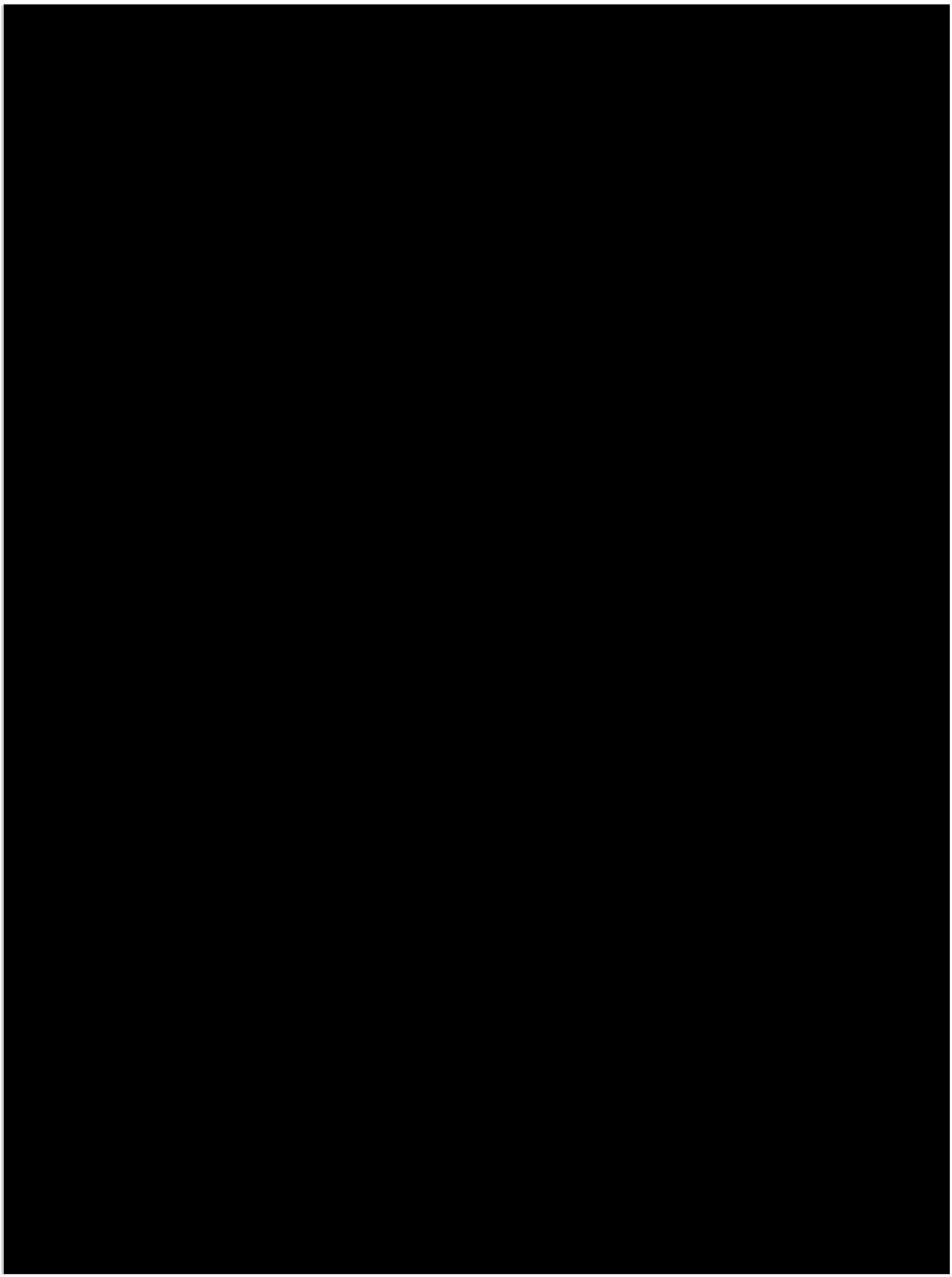

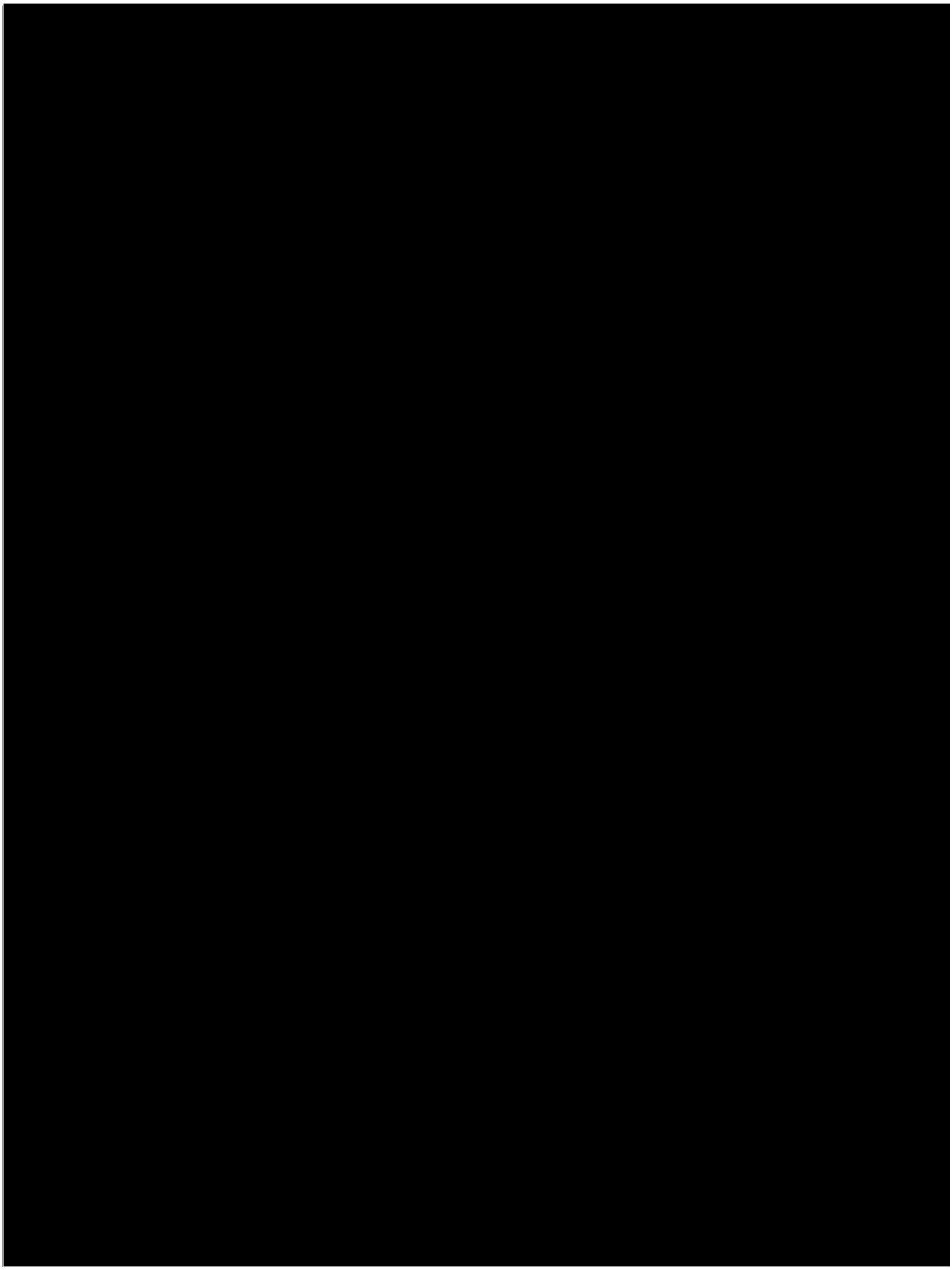

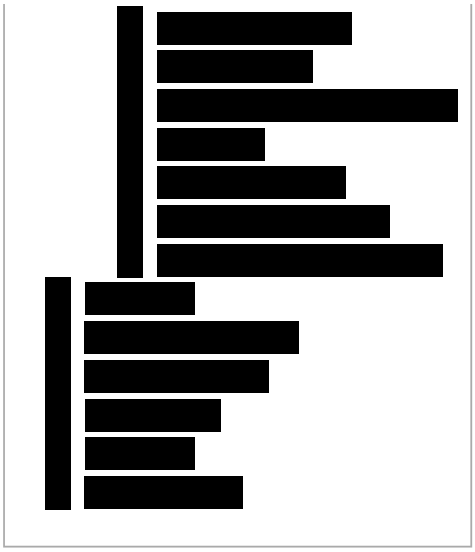

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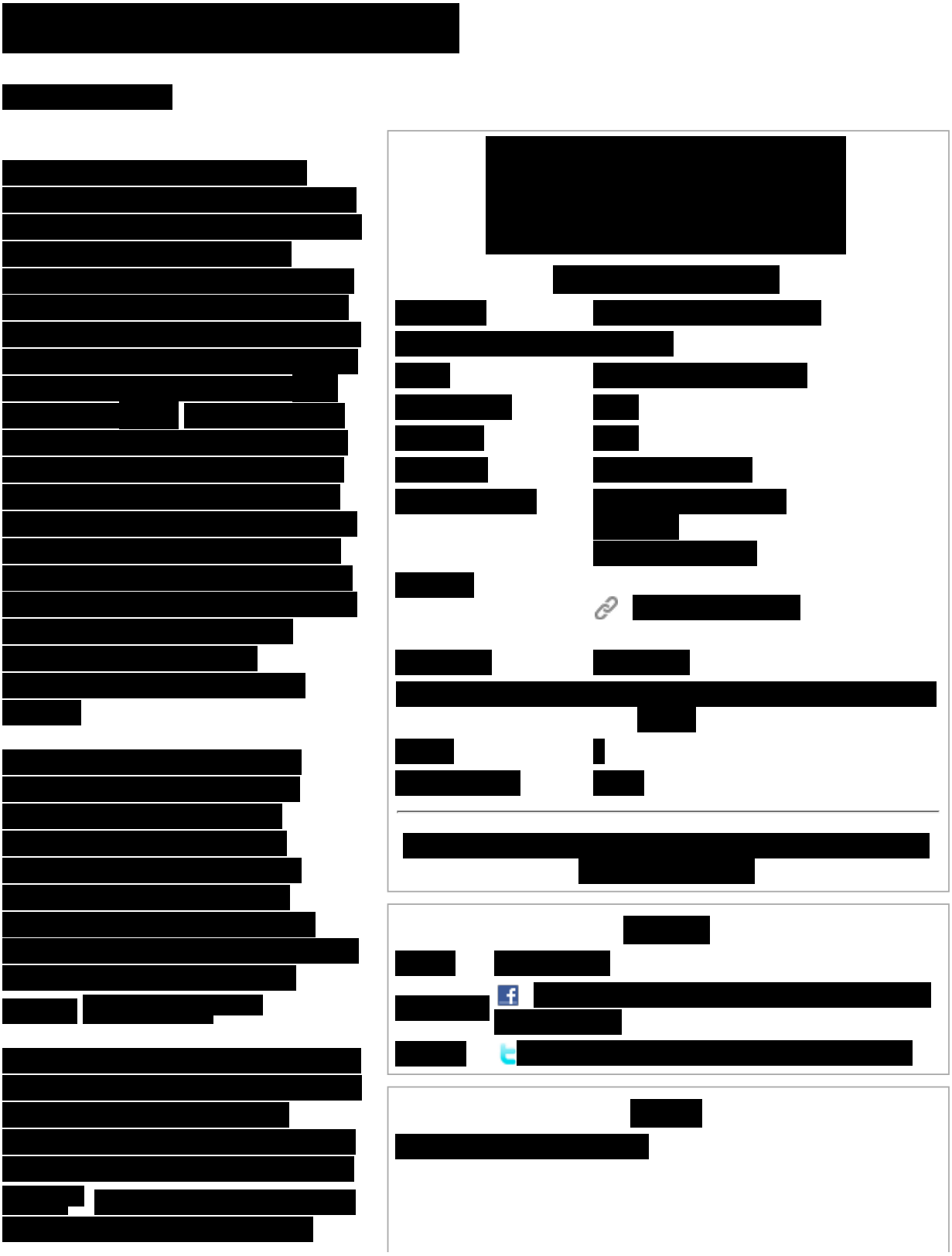

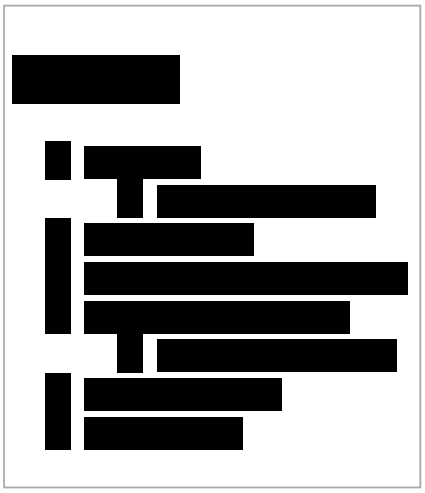

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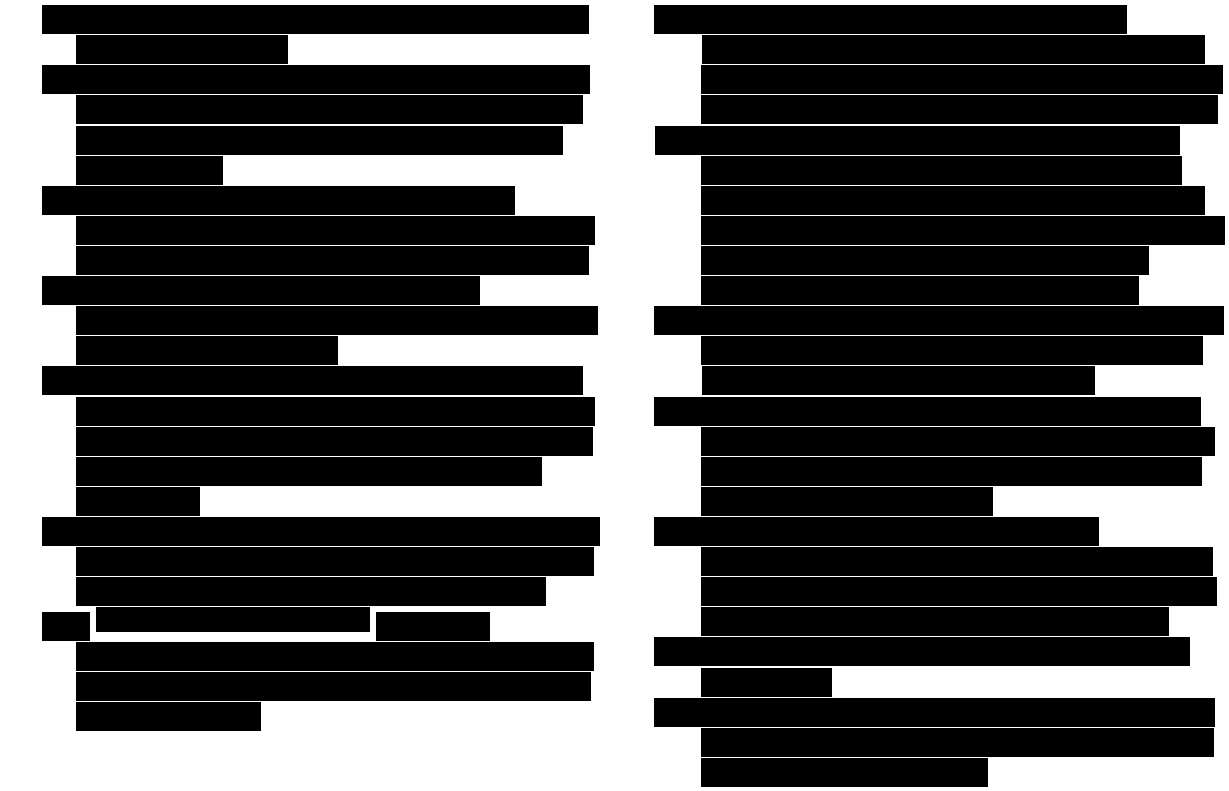

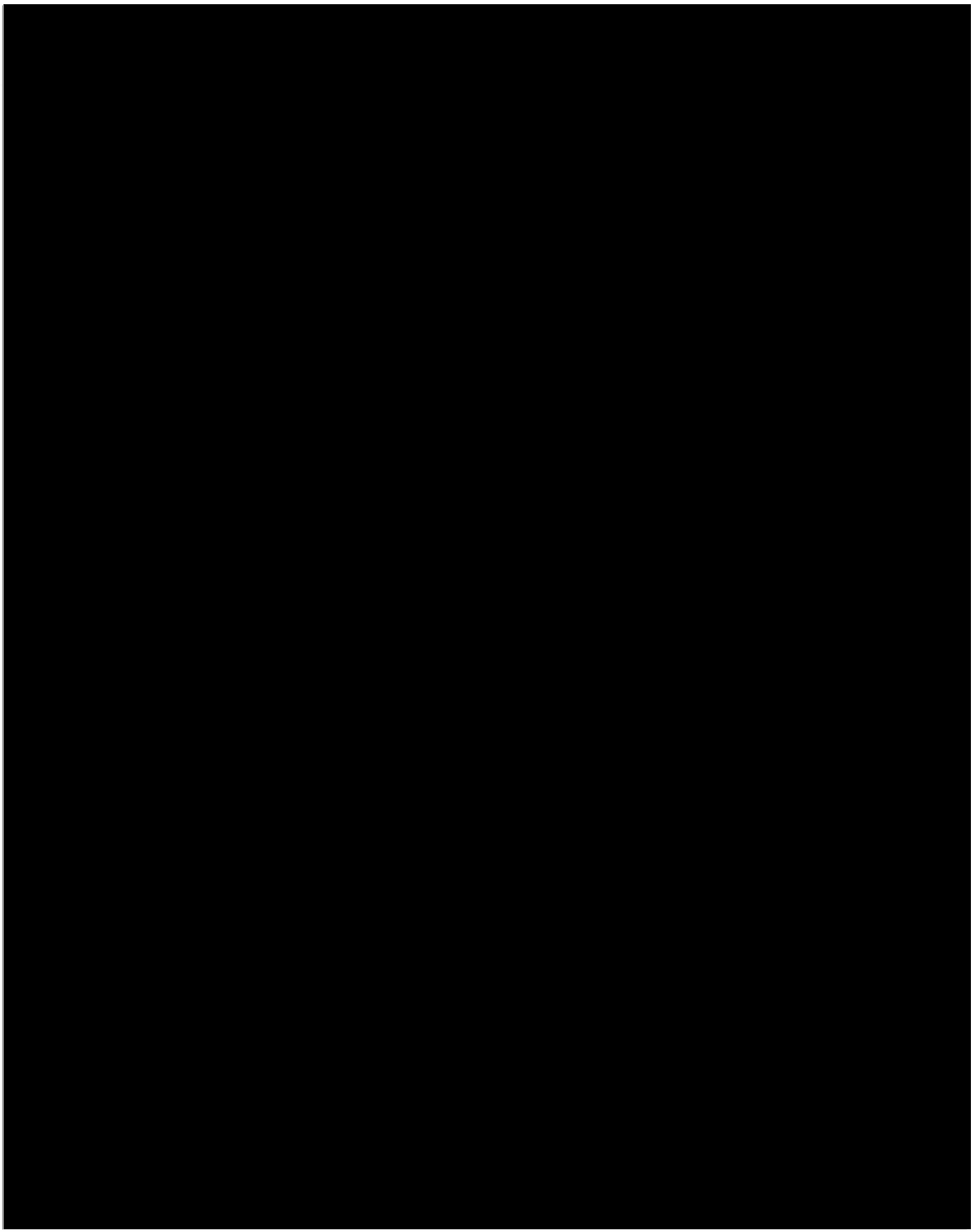

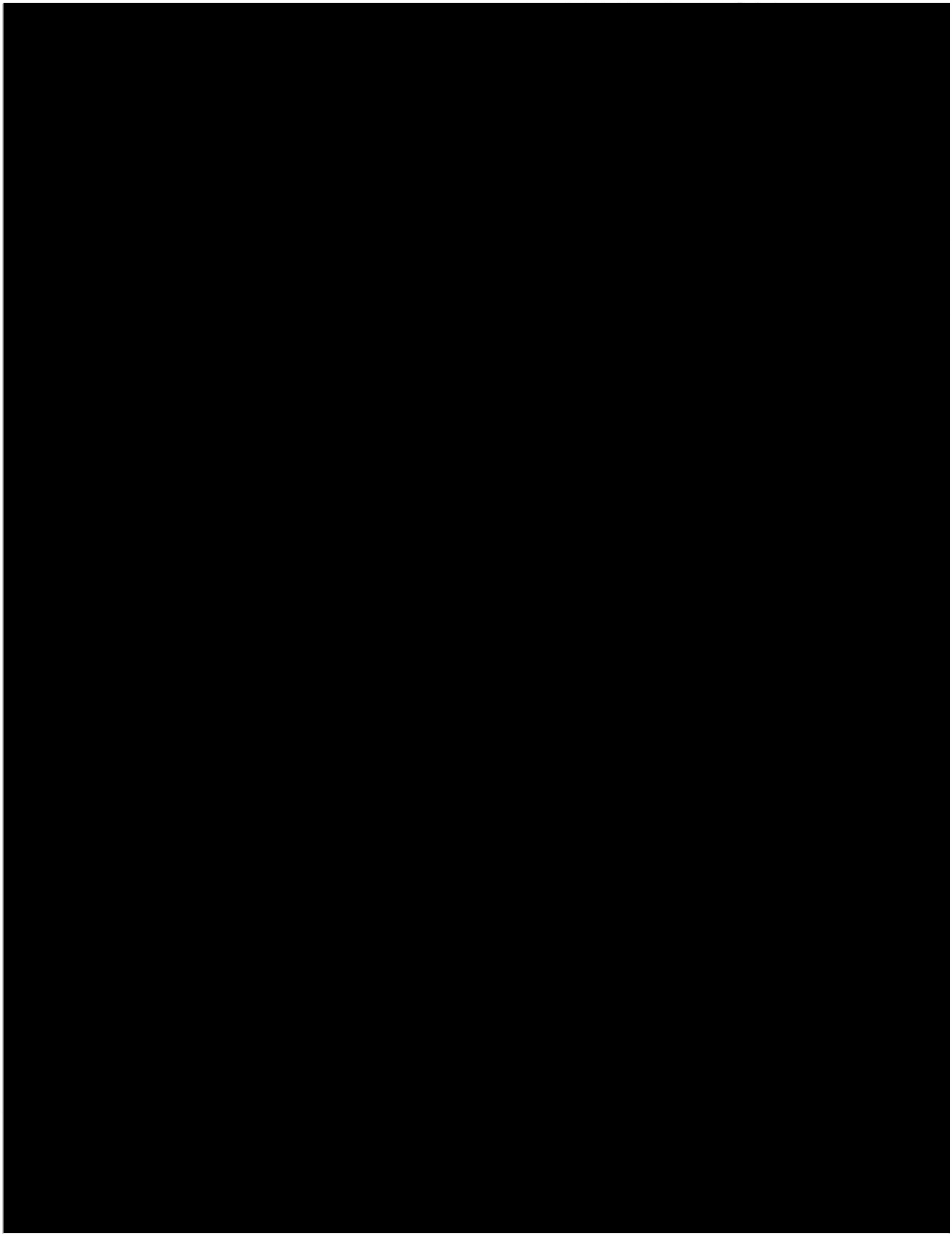

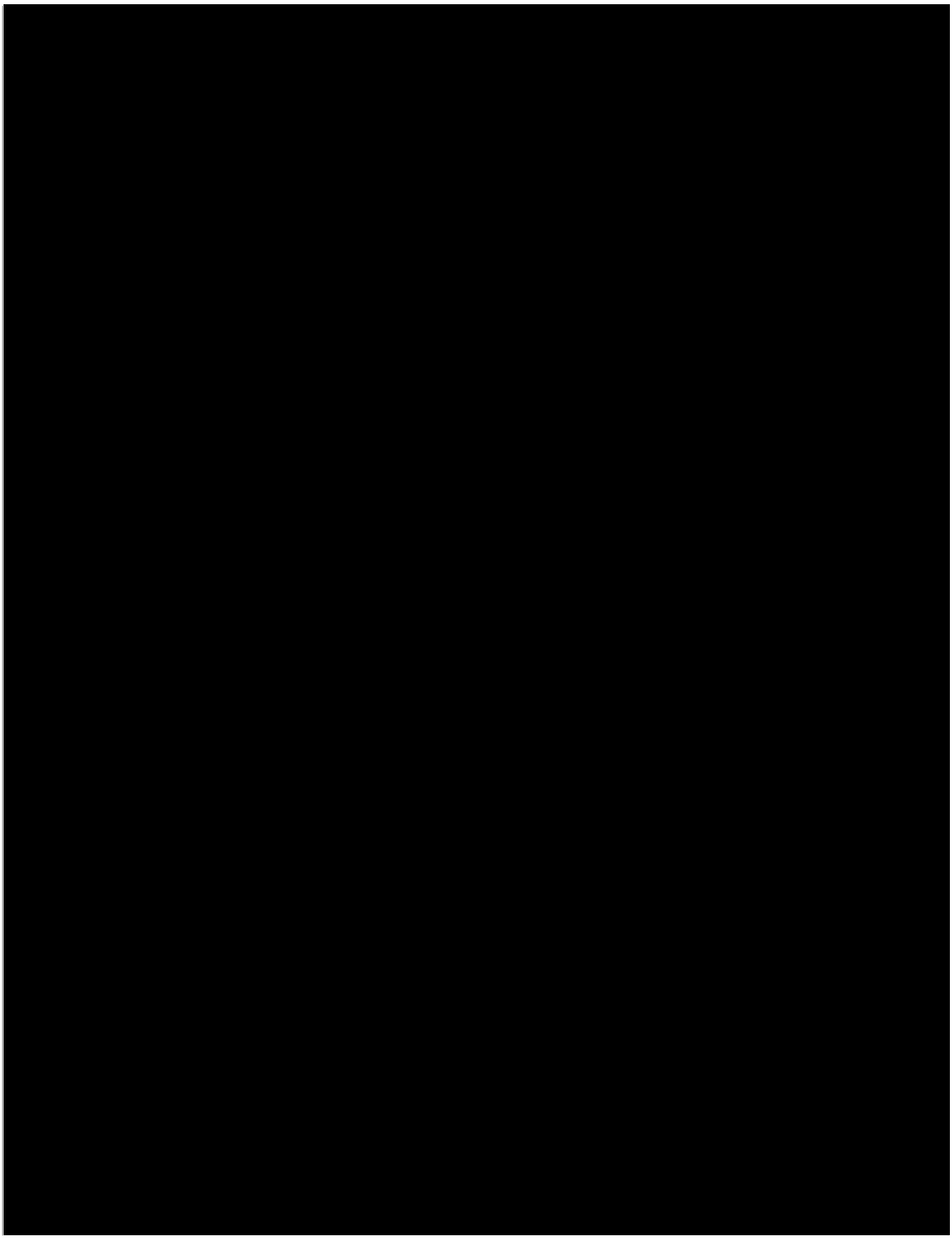

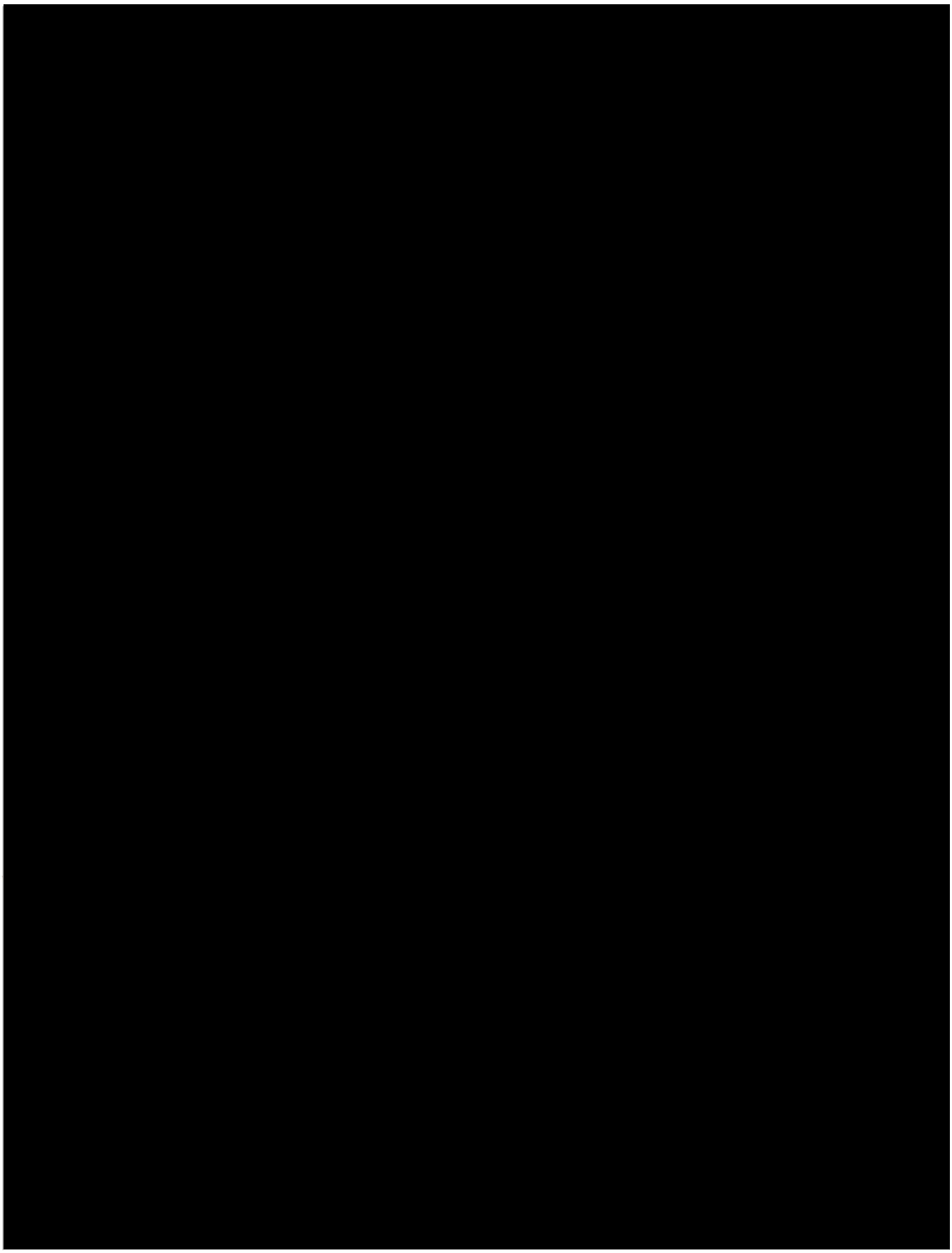

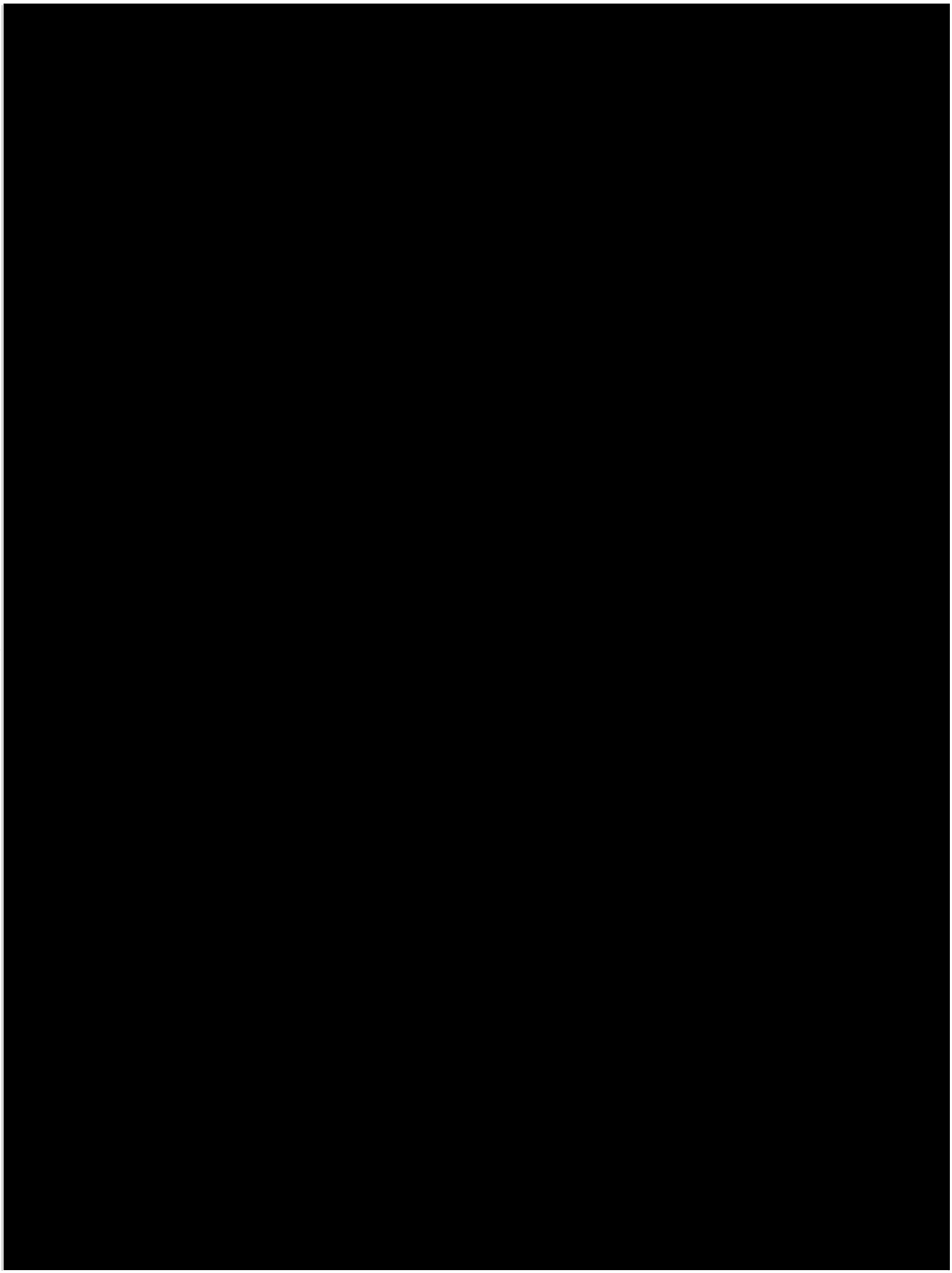

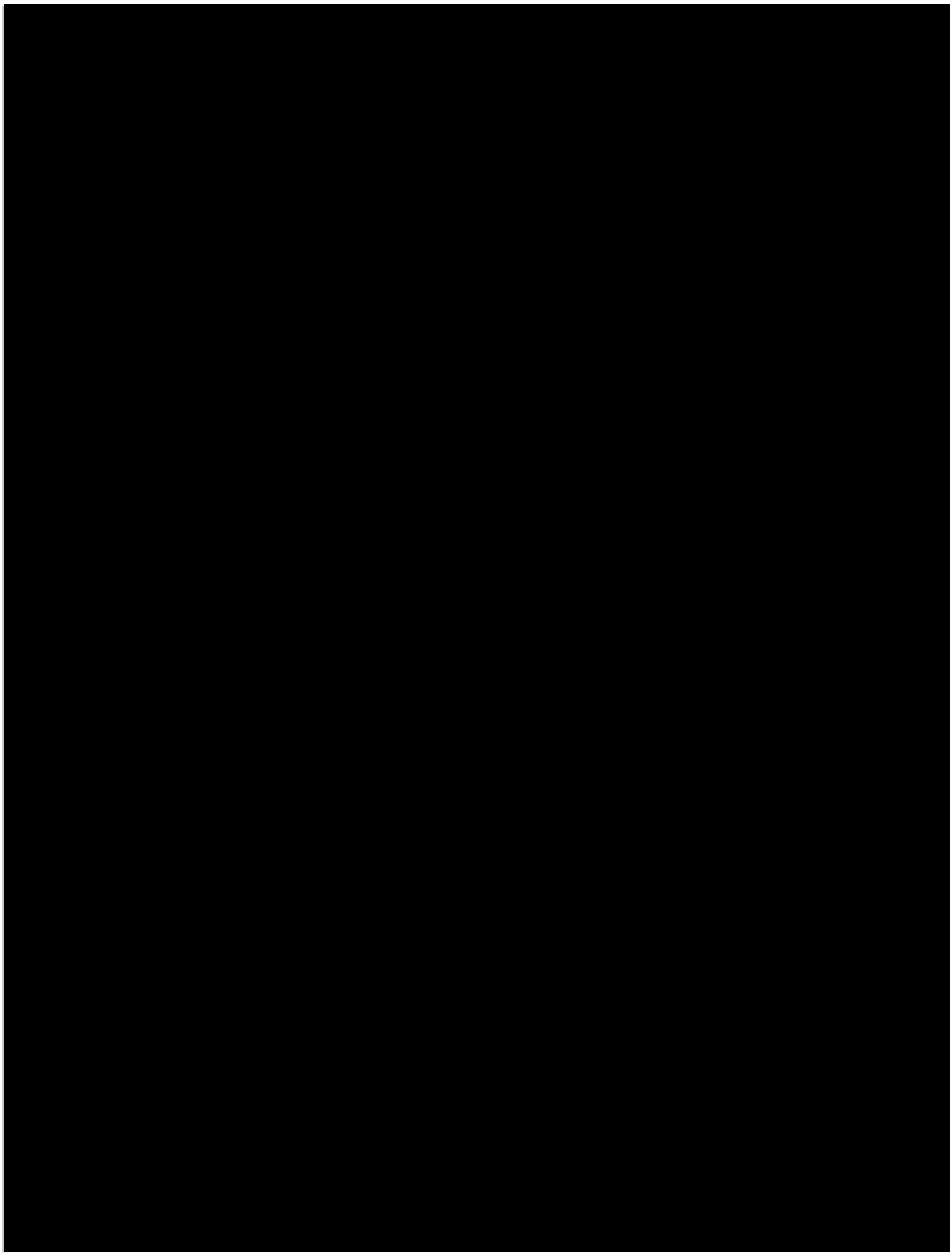

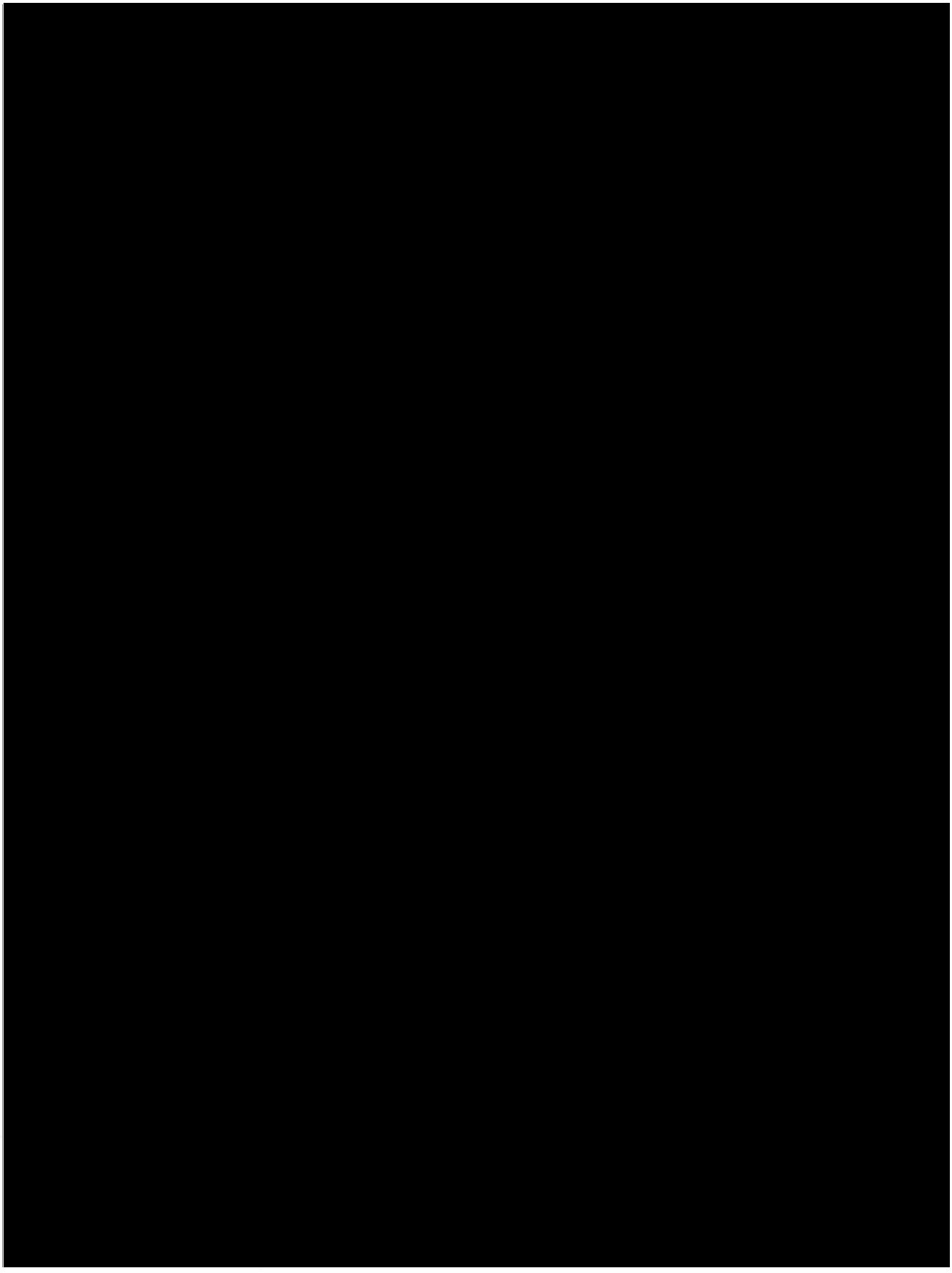

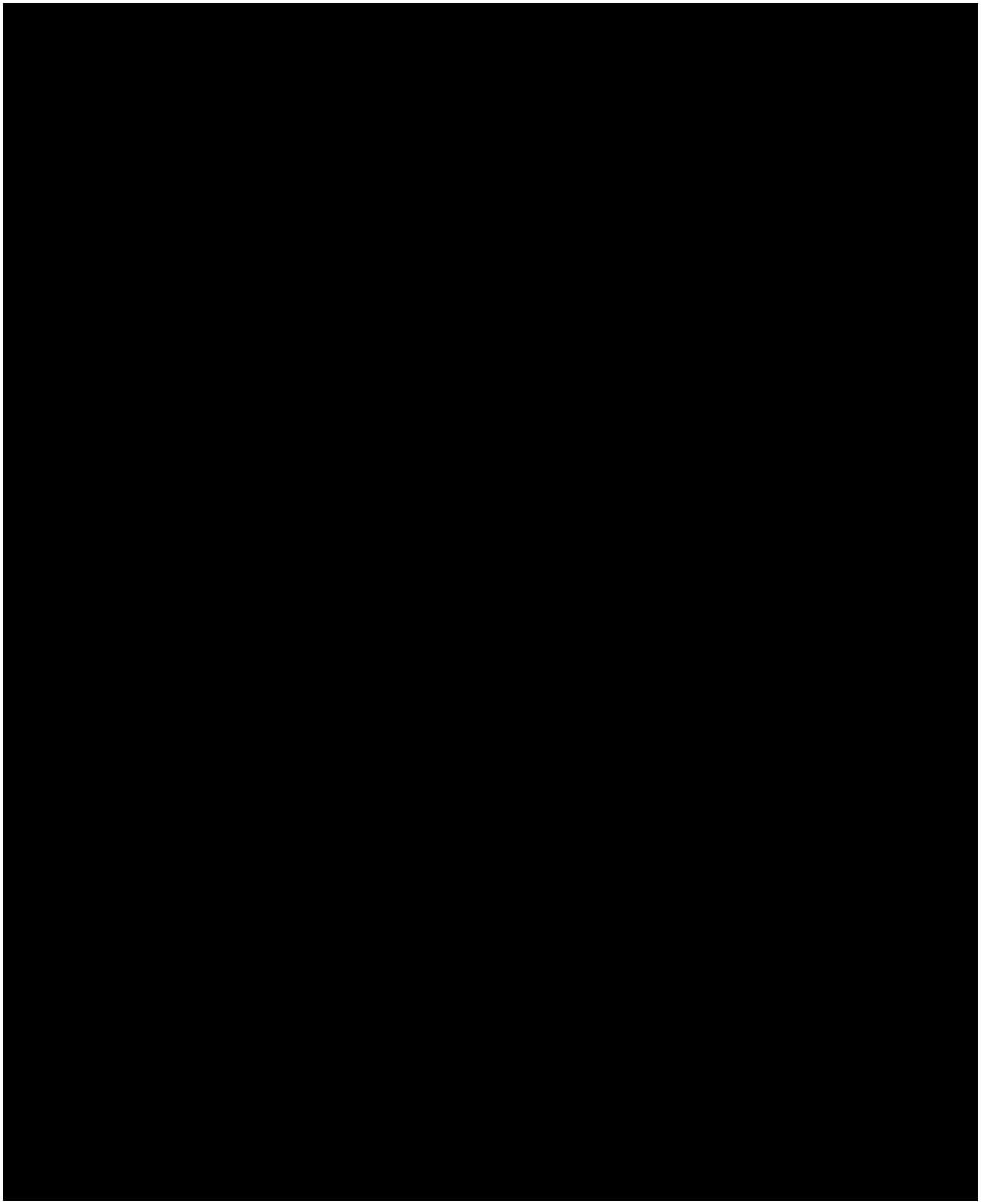

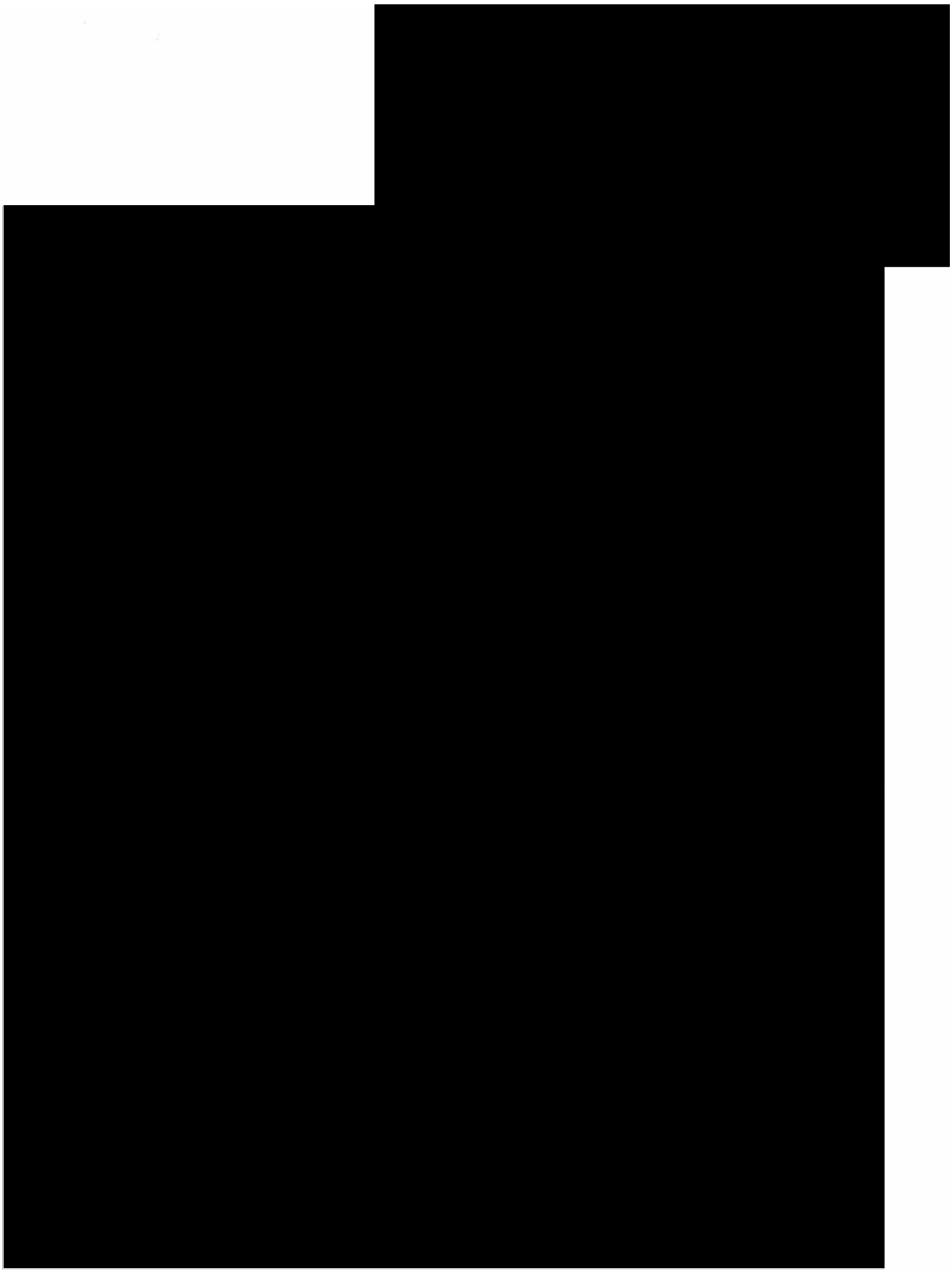

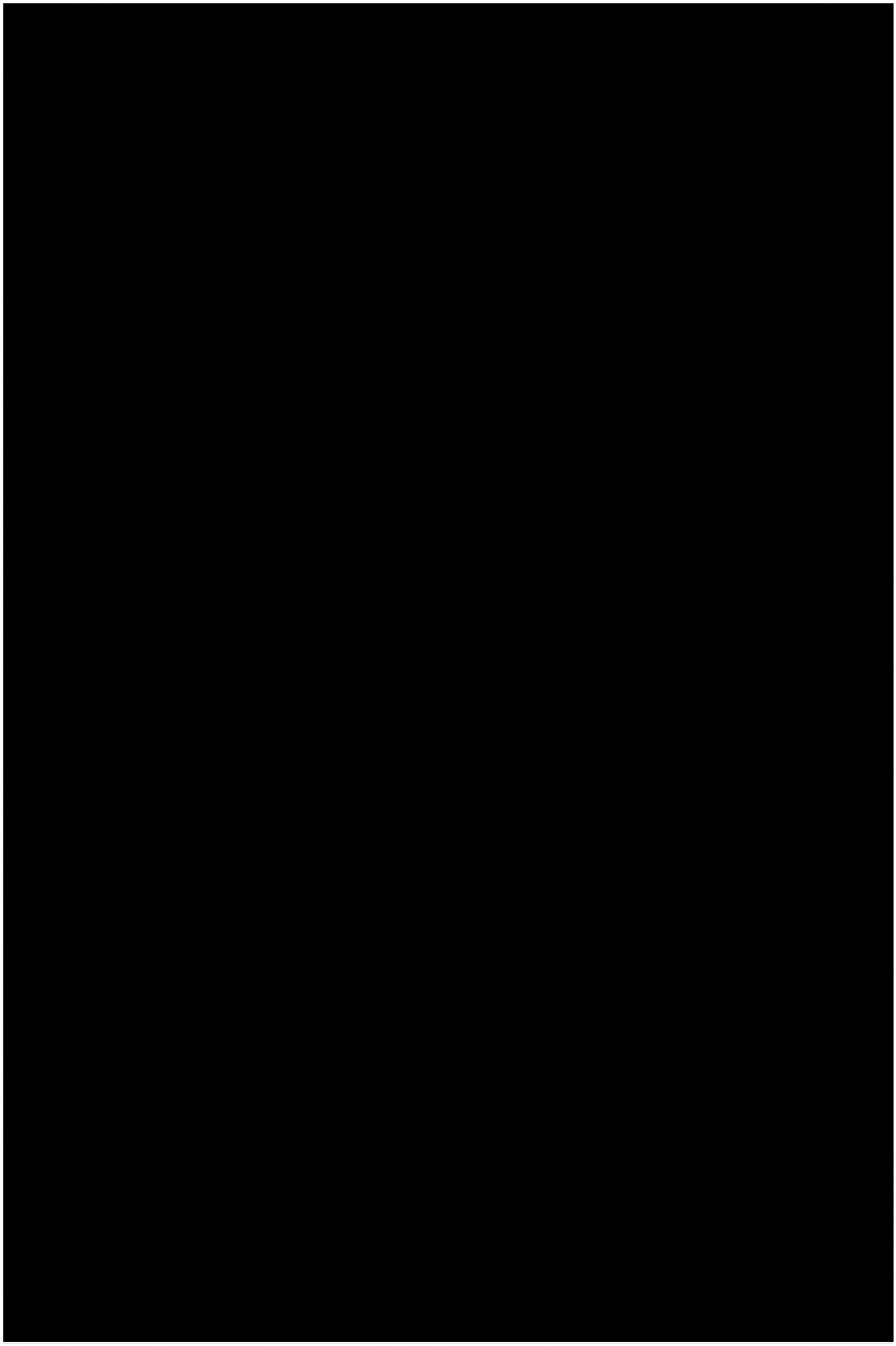

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As .wed goes EBERO, did the first new gTLD just fail?

Kevin Murphy, December 11, 2017, 13:50:43 (UTC), Domain Registries

A wedding-themed gTLD with a Bizarro World business model may become the first commercial gTLD to outright fail.

.wed, run by a small US outfit named Atgron, has become the first non-brand gTLD to be placed under ICANN's emergency control, after it lost its back-end provider.

DI understands that Atgron's arrangement with its small New Zealand back-end registry services provider CoCCA expired at the end of November and that there was a "controlled" transition to ICANN's Emergency Back-End Registry Operator program.

The TLD is now being managed by Nominet, one of ICANN's approved EBERO providers.

It's the first commercial gTLD to go to EBERO, which is considered a platform of last resort for failing gTLDs.

A couple of unused dot-brands have previously switched to EBERO, but they were single-registrant spaces with no active domains.

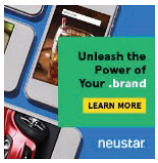
.wed, by contrast, had about 40 domains under management at the last count, some apparently belonging to actual third-party registrants.

Under the standard new gTLD Registry Agreement, ICANN can put a TLD in the emergency program if they fail to meet up-time targets in any of five critical registry functions.

In this case, ICANN said that Atgron had failed to provide Whois services as required by contract. The threshold for Whois triggering EBERO is 24 hours downtime over a week.

ICANN said:

> Registry operator, Atgron, Inc., which operates gTLD .WED, experienced a Registration Data Directory Services failure, and ICANN designated EBERO provider Nominet as emergency interim registry operator. Nominet has now stepped in and is restoring service for the TLD.
>
> The EBERO program is designed to be activated should a registry operator require assistance to sustain critical registry functions for a period of time. The primary concern of the EBERO program is to protect registrants by ensuring that the five critical registry functions are available. ICANN's goal is to have the emergency event resolved as soon as possible.



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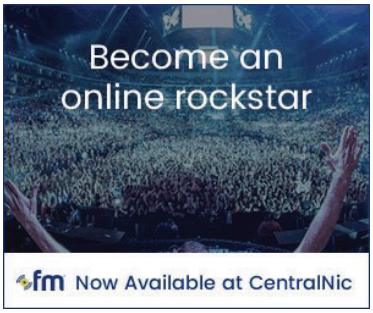

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Possibly the strangest new gTLD acquisition yet

However, the situation looks to me a lot more like a business failure than a technical failure.

Multiple sources with knowledge of the transition tell me that the Whois was turned off deliberately, purely to provide a triggering event for the EBERO failover system, after Atgron's back-end contract with CoCCA expired.

The logic was that turning off Whois would be far less disruptive for registrants and internet users than losing DNS resolution, DNSSEC, data escrow or EPP.

ICANN was aware of the situation and it all happened in a coordinated fashion. ICANN told DI:

> WED's backend registry operator recently notified ICANN that they would likely cease to provide backend registry services for .WED and provided us with the time and date that this would occur. As such, we were aware of the pending failure worked to minimize impact to registrants and end users during the transition to the Emergency Back-end Registry Operator (EBERO) service provider.

In its first statement, ICANN said that Nominet has only been appointed as the "interim" registry, while Atgron works on its issues.

It's quite possible that the registry will bounce back and sign a deal with a new back-end provider, or build its own infrastructure.

KSregistry, part of the KeyDrive group, briefly provided services to .wed last week before the EBERO took over, but I gather that no permanent deal has been signed.

One wonders whether it's worth Atgron's effort to carry on with the .wed project, which clearly isn't working out.

The company was founded by an American defense contractor with no previous experience of the domain name industry after she read a newspaper article about the new gTLD program, and has a business model that has so far failed to attract customers.

The key thing keeping registrars and registrants away in droves has been its policy that domains could be registered (for about $50 a year) for a maximum period of two years before a $30,000 renewal fee kicked in.

That wasn't an attempt to rip anybody off, however, it was an attempt to incentivize registrants to allow their domains to expire and be used by other people, pretty much the antithesis of standard industry practice (and arguably long-term business success).

That's one among many contractual reasons that only one registrar ever signed up to sell .wed domains.

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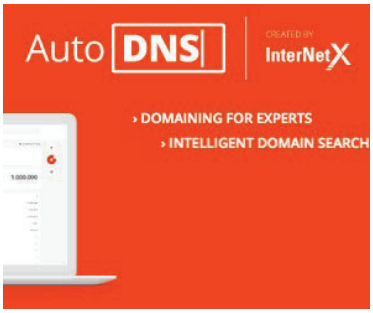

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Your version of what happened with the Airmailchemist situation is not entirely the way it went down. The fatality wa... read more

Rubens Kuhl:
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Rubens Kuhl:
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Rubens Kuhl: Are you saying all domainers should rot in hell? Or just any person who registers corona domains in h... read more

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si... read more

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Hope one of those is coronadomainersshouldrotin.hell.... read more

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Frank Wang:

California .org probe — existential crisis or blessed relief for ICANN?

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Is the .co rebid biased toward Afilias? Yeah, kinda

Amazon governments vow revenge for "illegal and unjust" ICANN decision on .amazon

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Now .org critics actually want to take over the registry, blocking billion-dollar sale

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ASO uses super powers to demand ICANN turn over .org buyout docs

Now PIR rubbishes .org "downtime" claims

DI Leaders Roundtable #4 — Big predictions for 2020

Afilias denies .org will go down post-acquisition

Palestine to release all one-character .ps domains, at a price

PIR thinks 20-year domain regs are a good idea

Amazon beats South America! Dot-brand contracts now signed

Q3 industry growth driven by .tk, .com and .icu

ICANN throws out second .org appeal, so URS stays

Warning (or threat?) prices must go up or .org will suffer DAYS of downtime

Russian company approved as gTLD escrow provider

Guy gets 14 years for trying to steal a domain with a gun

Atgron's domains under management peaked at a bit over 300 in March 2016 and were down to 42 in August this year, making it probably the failiest commercial new gTLD from the 2012 round.

In short, .wed isn't dead, but it certainly appears extremely unwell.

UPDATE: This post was updated December 12 with a statement from ICANN.

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COMMENTS (1)

Rubens Kuhl

December 11, 2017 at 2:50 pm

But if KSRegistry was providing services to .wed, even on an interim basis, that would make the alleged operational reason for transitioning to EBERO bogus.

Reply

ADD YOUR COMMENT

Name (required)

Mail (will not be published) (required)

Web site (optional)

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Just some feedback on the website: covid-19.com, when you open it in China, the data in the left of your screen is the d... read more

Roger:
Interesting and well-researched recap. But... First, so no one can buy a domain name with an intent to make money ... read more

Snoopy:
"For the record, I agree with Allemann: serious domain investors should never attempt to exploit these kinds of crises f... read more

Rubens:
.net is the only agreement with prices set by ICANN, for now. It's probably just a calendar cycle and by the time the ne... read more

John:
Rubens, You claim "it's discretionary by ICANN" to control pricing. But ICANN is currently controlling pricing. I... read more

Leo:
ICANN67 was a successful learning experience. There technology basically worked well on the sessions I attended. There a... read more

Jean Guillon:
For the first time ever, I see people wearing masks in the Paris' tube. It happened in the past to see tourists wearing ... read more

Michael:
I am sure ICANN will increase prices before we all die.... read more

Chris:
The GDPR truly shows the cultural differences between American and European lawyers. American laws are more absolute, wh... read more

Rubens Kuhl:
Contract negotiations are bilateral in nature in every industry, and the domain industry is no exception. It's not only ... read more

John:
Rubens – but the removal of all pricing caps in .ORG is what caused this entire mess. This Ethos Capital deal would h... read more

John:
Most importantly – if ICANN does not want to be a pricing regulator – it should have followed the United States Departme... read more

John:
But ICANN is a price regulator. They are engaged in price regulation today. ICANN has been a price regulator since its... read more

ralph:
sussexduke.com is logical... read more

Rubens Kuhl:
Every decision based on pricing makes ICANN a pricing regulator, a role they are running from like hell. Unless the ... read more

Greg Thomas:
1) Is it appropriate that there is such certainty in a registry operator's capture of their concession that monetization... read more

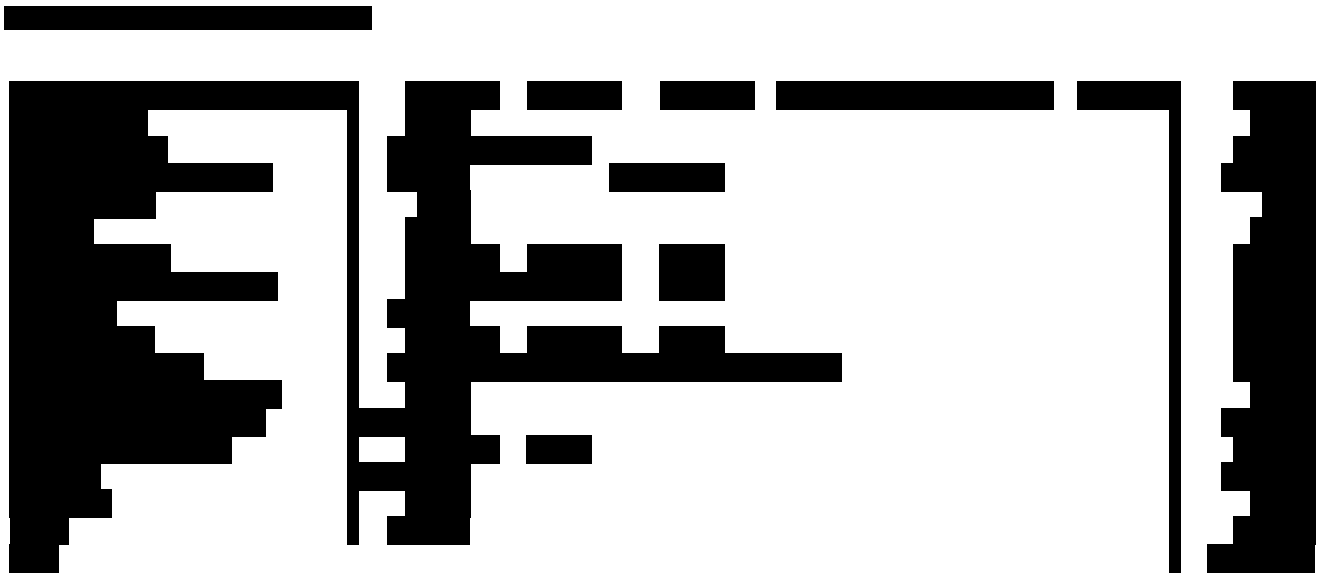
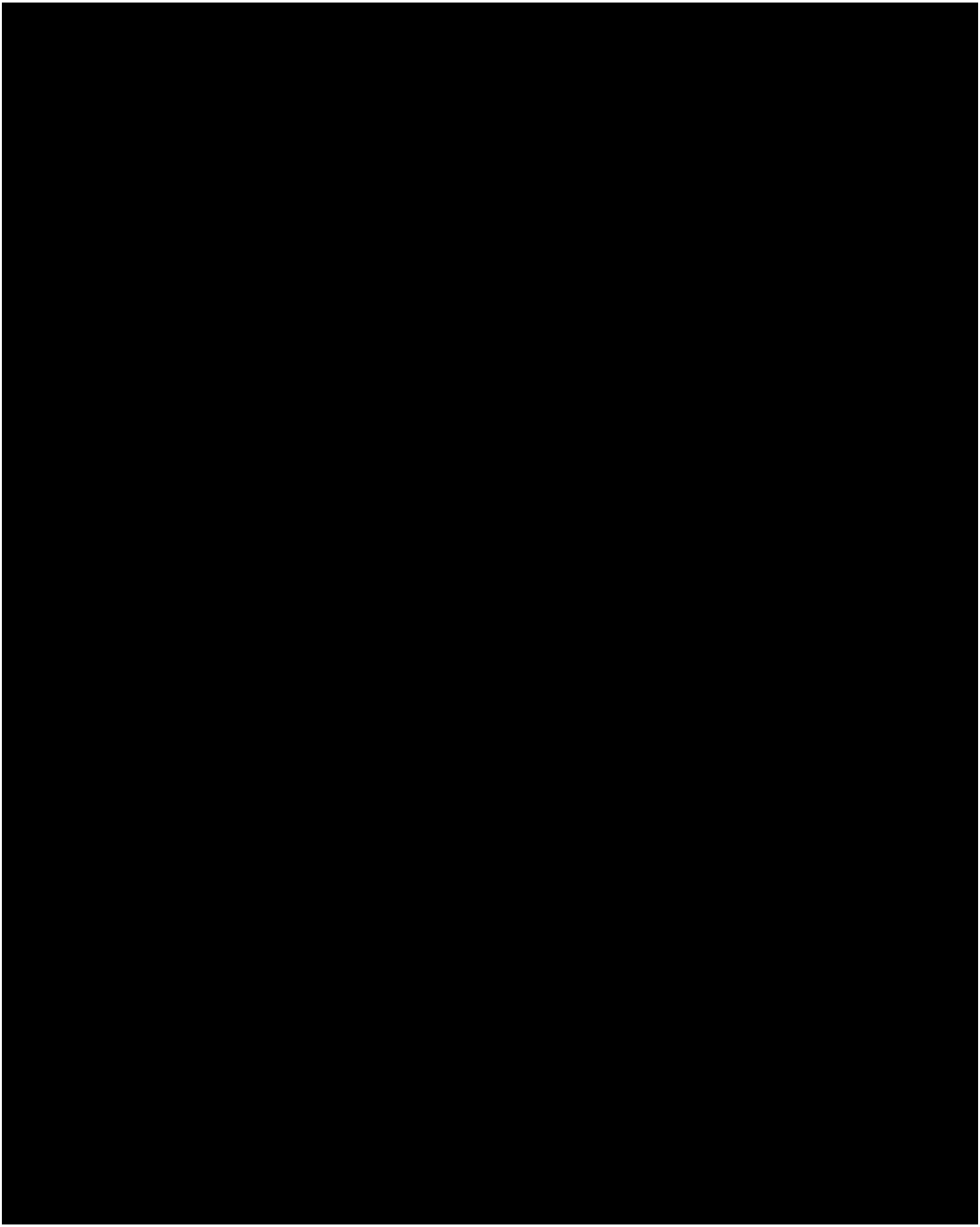
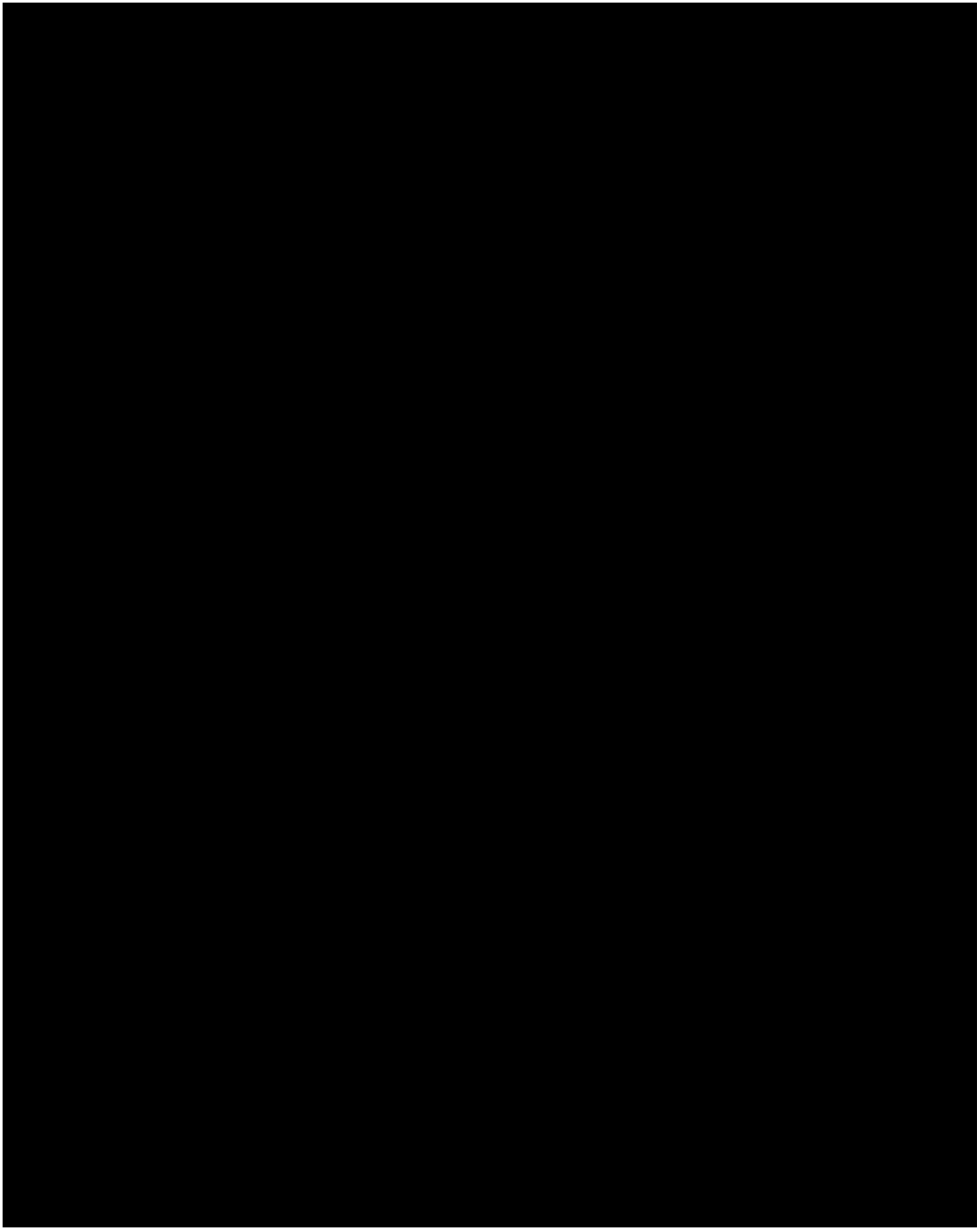
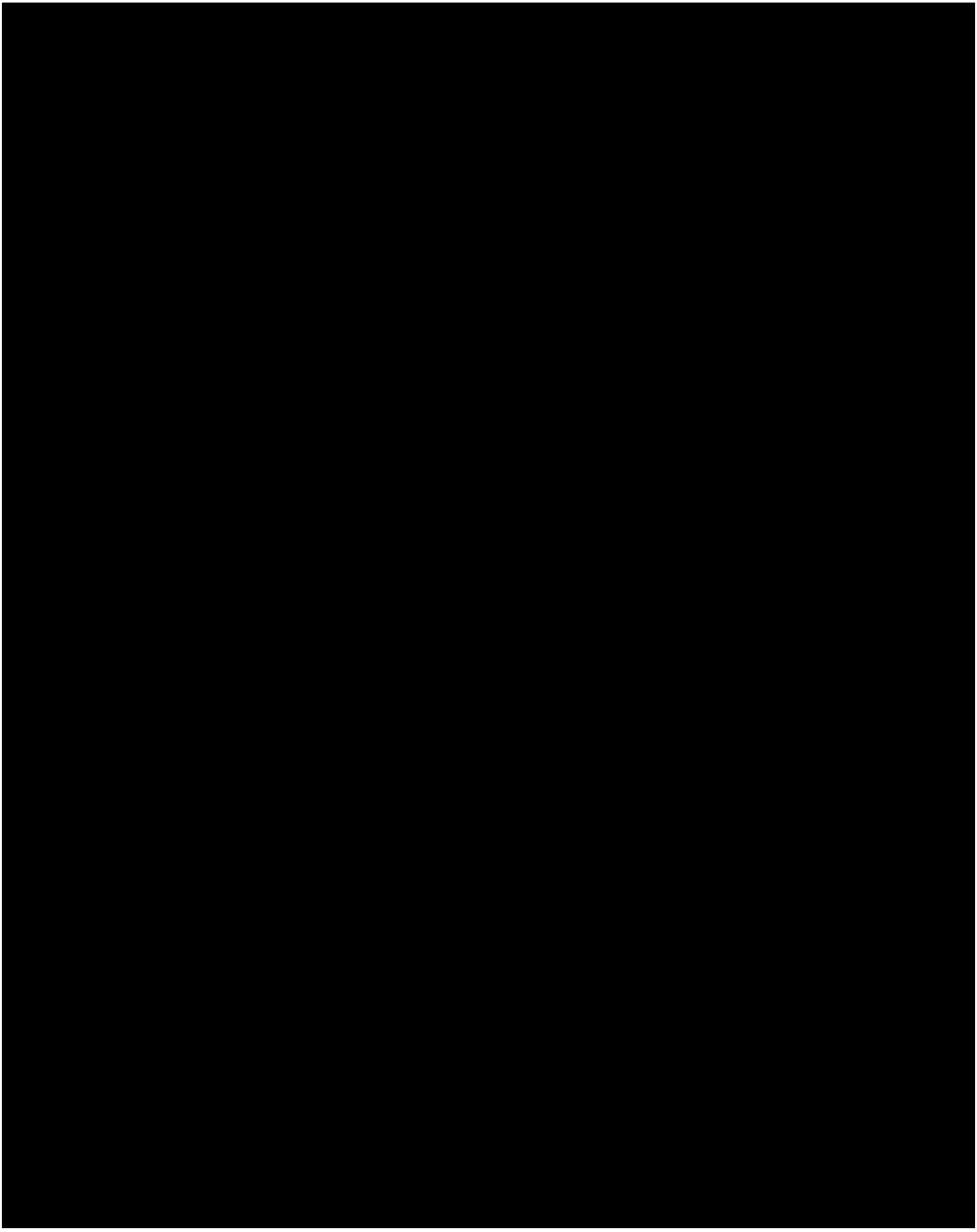
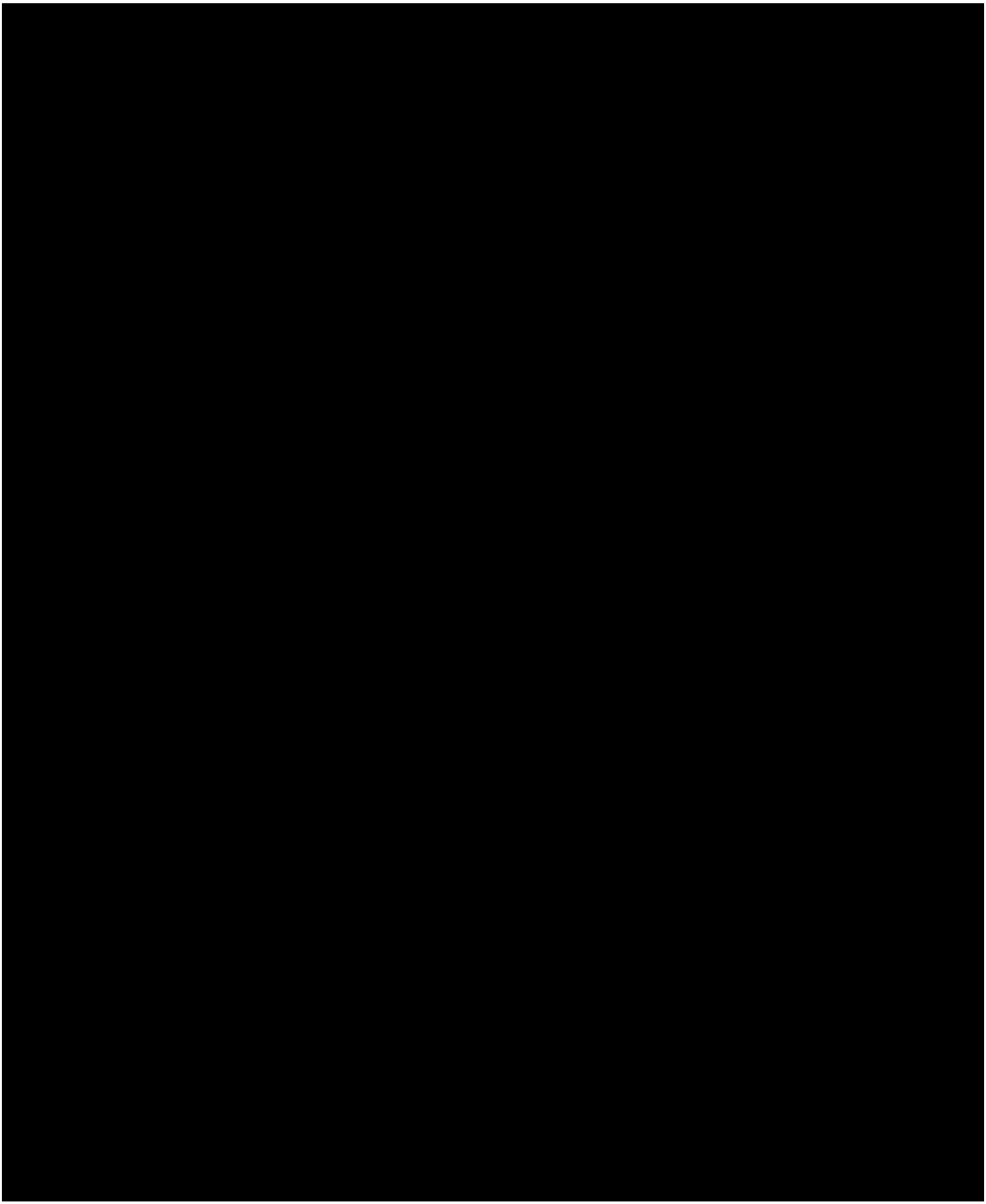
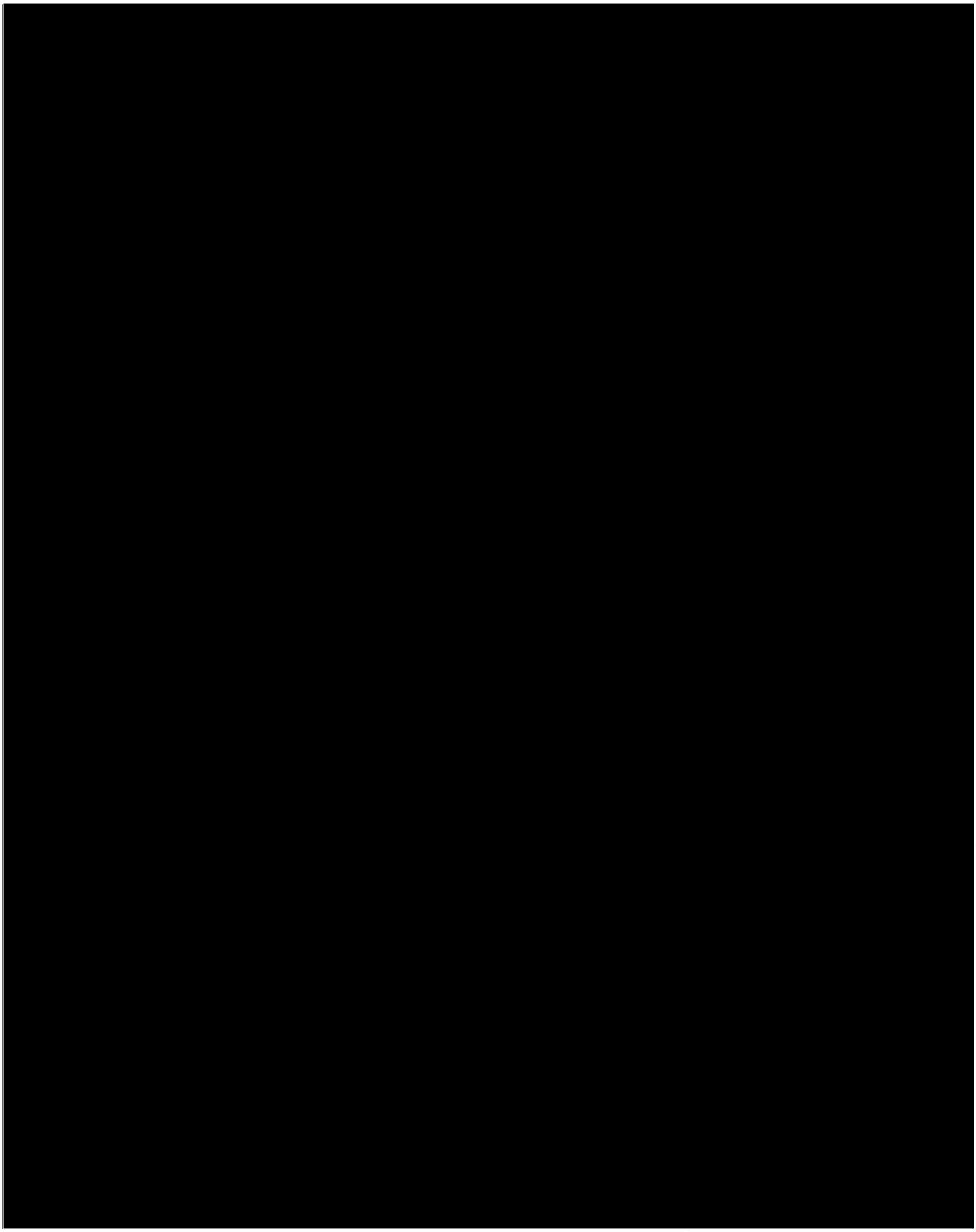
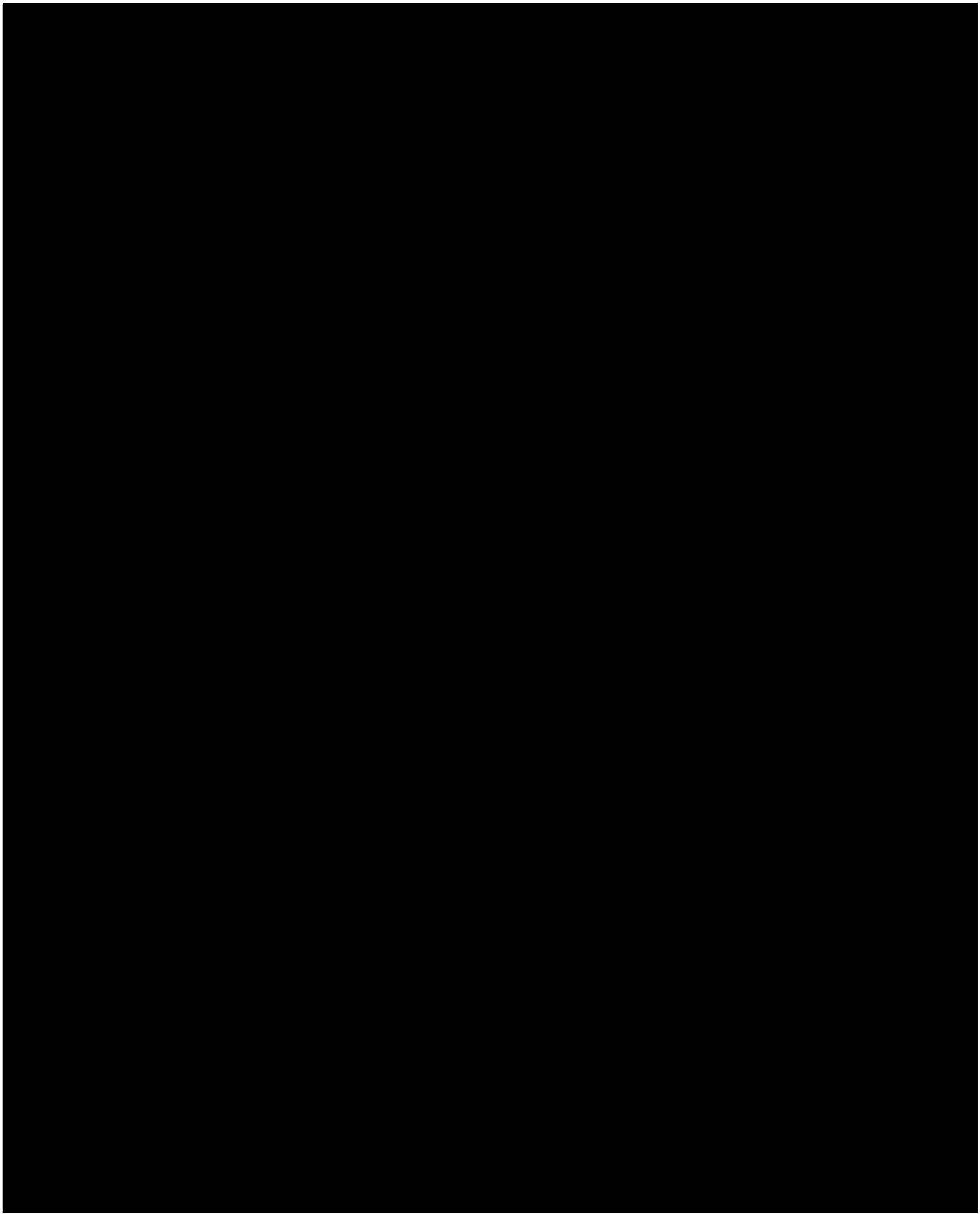
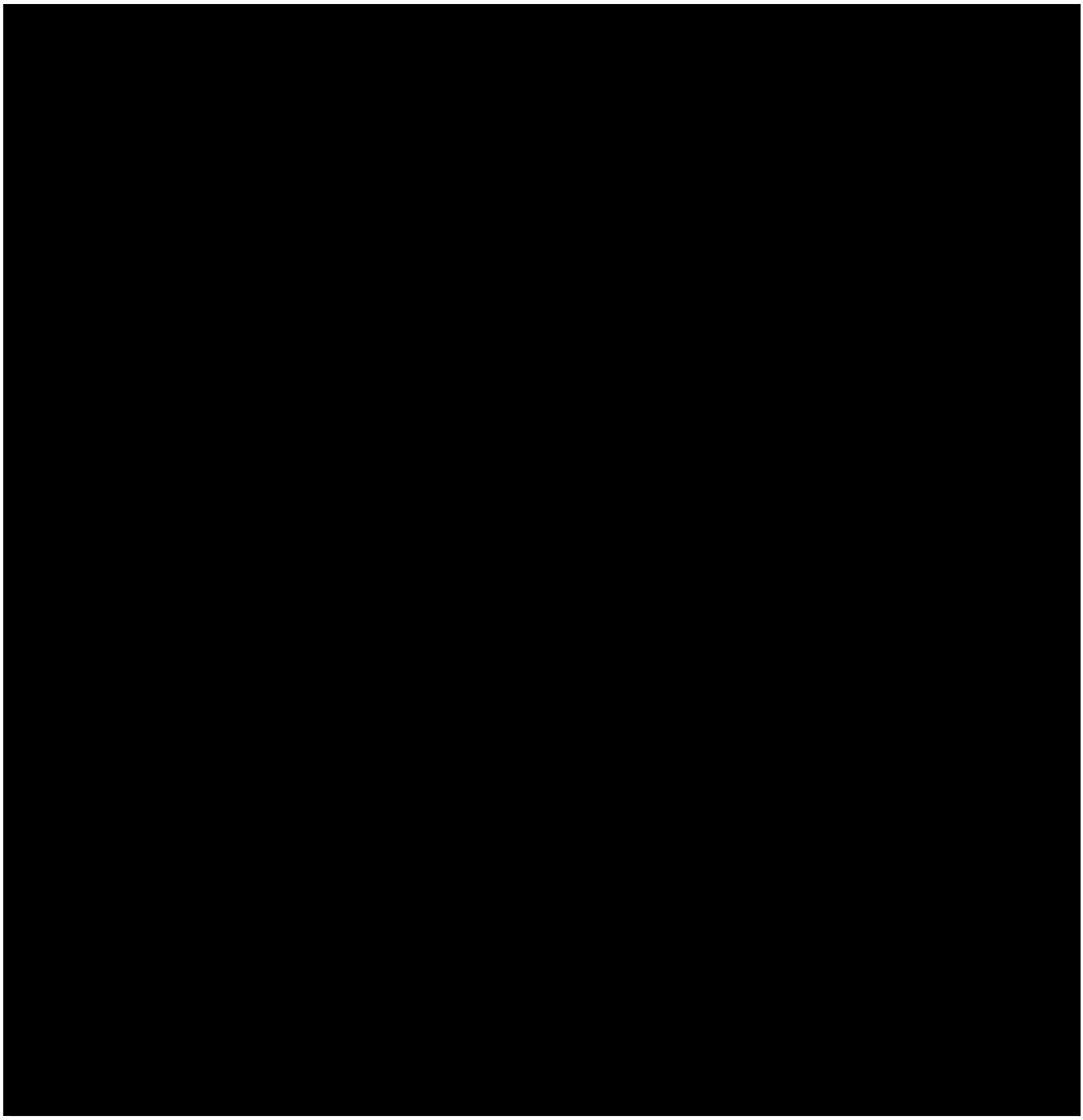
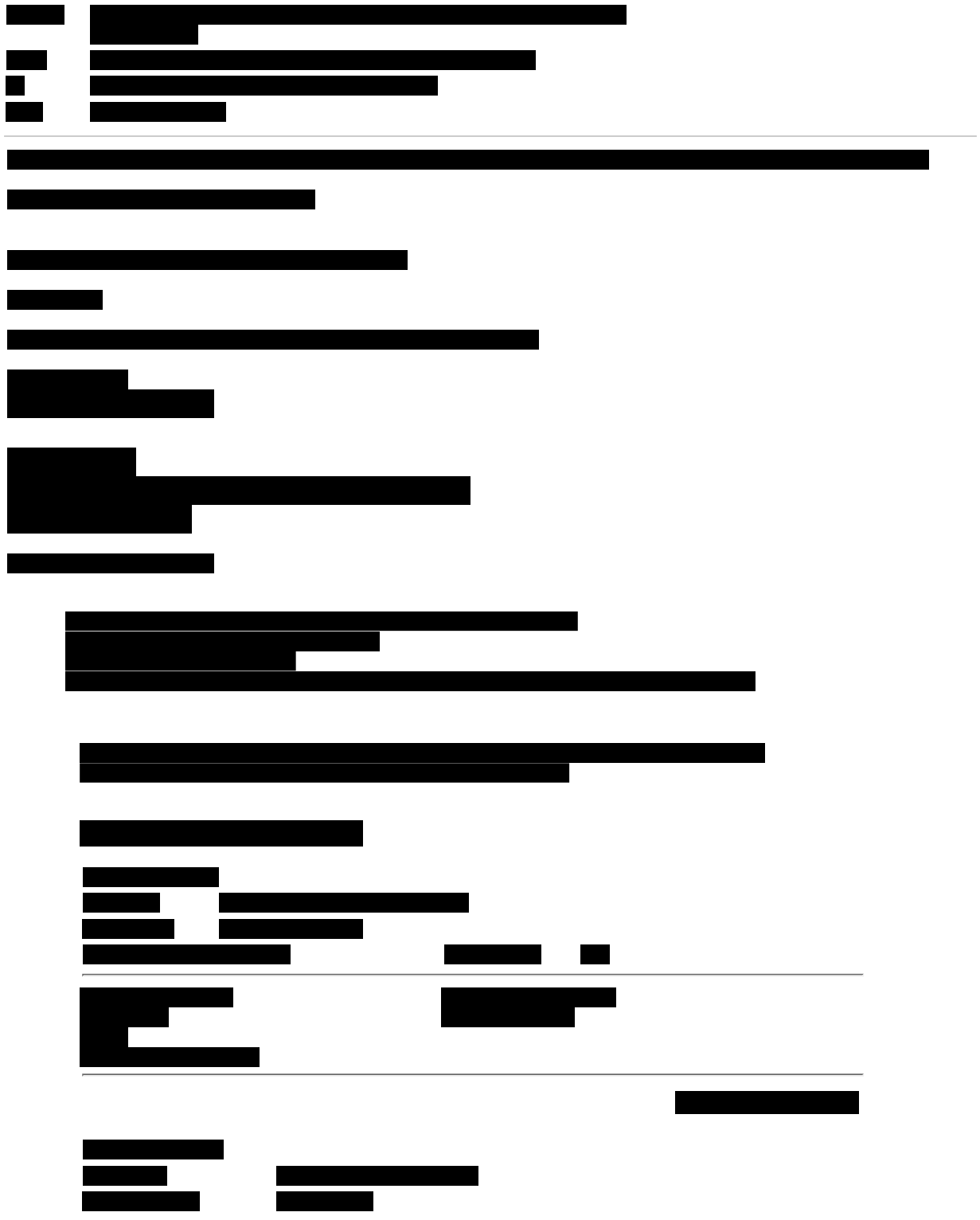
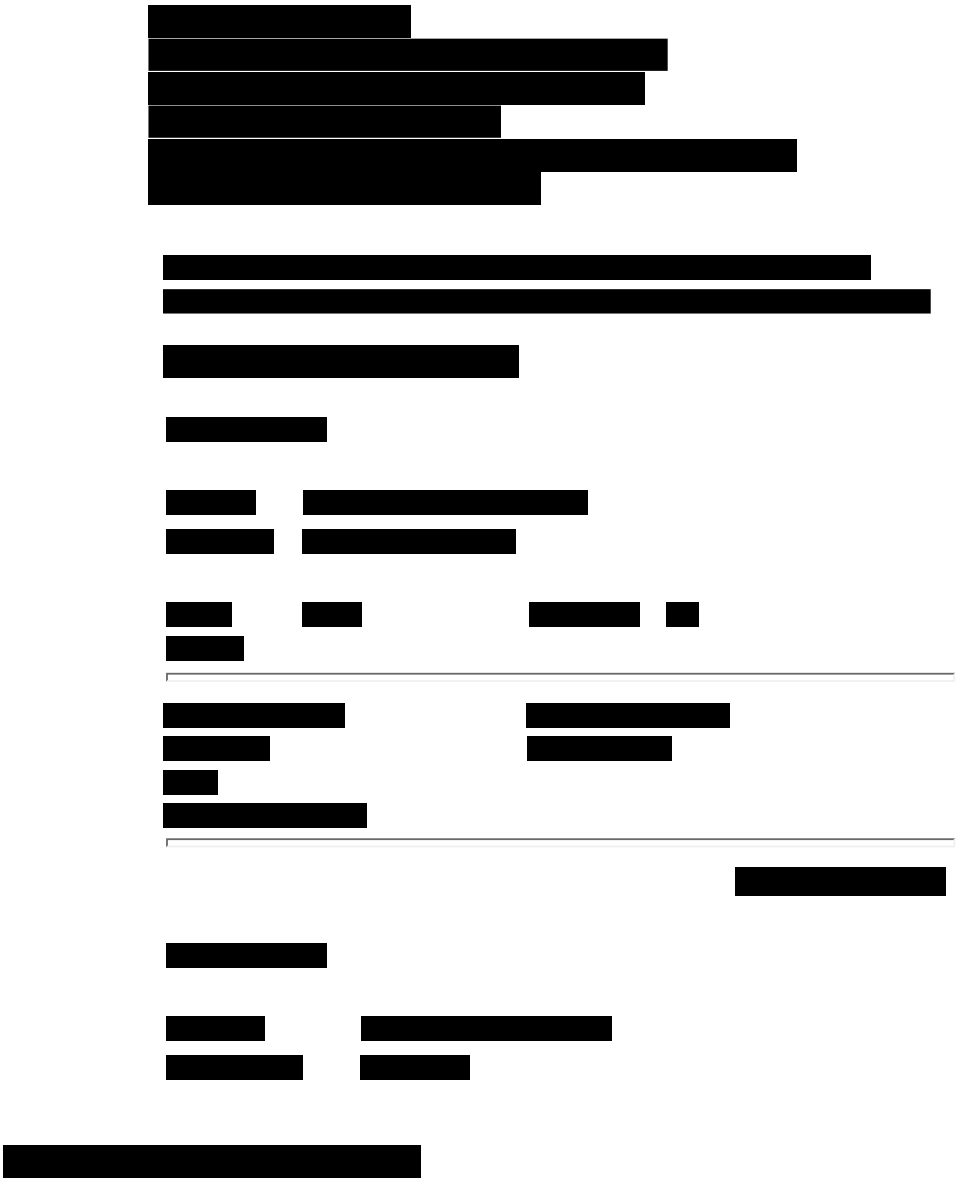
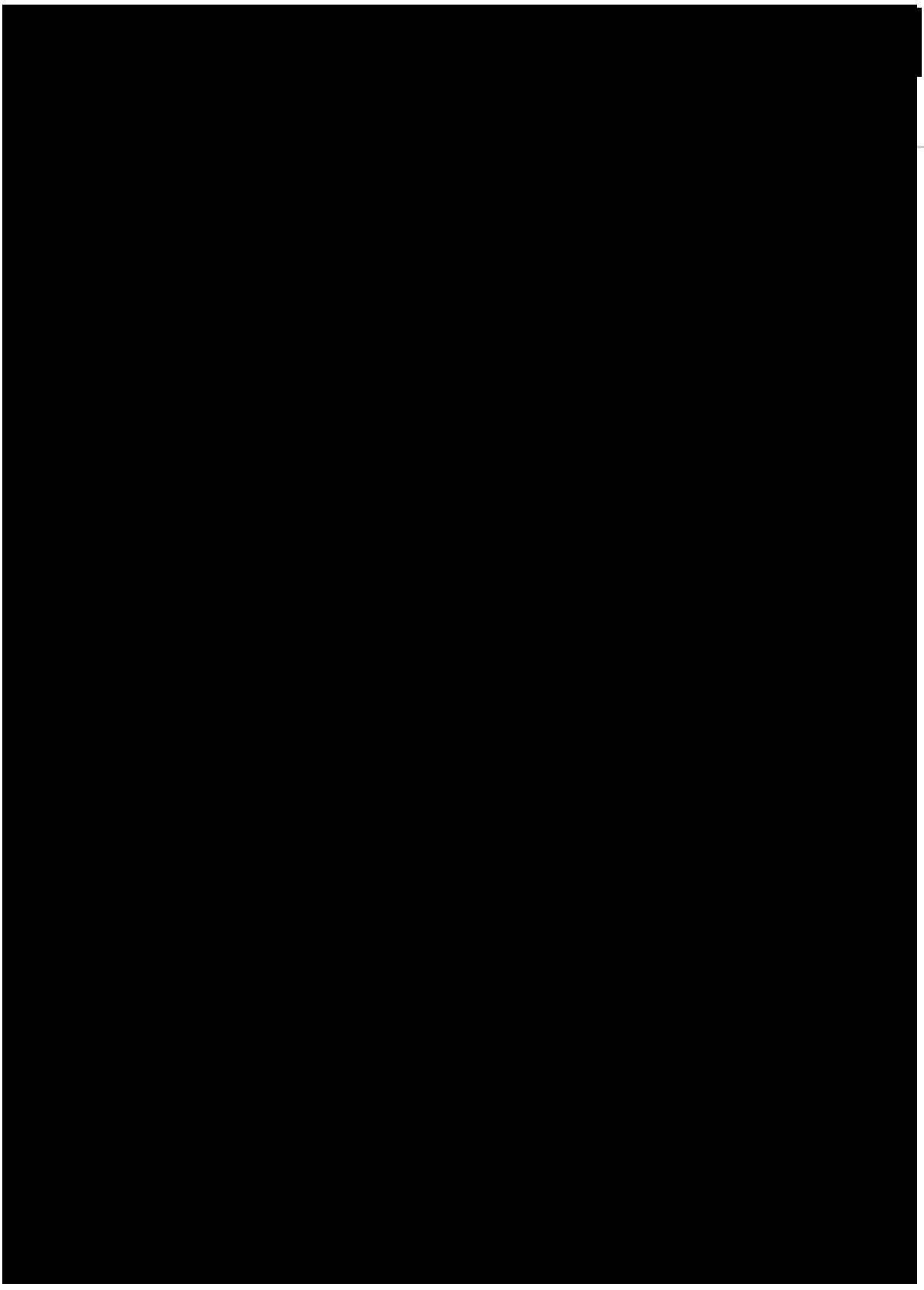
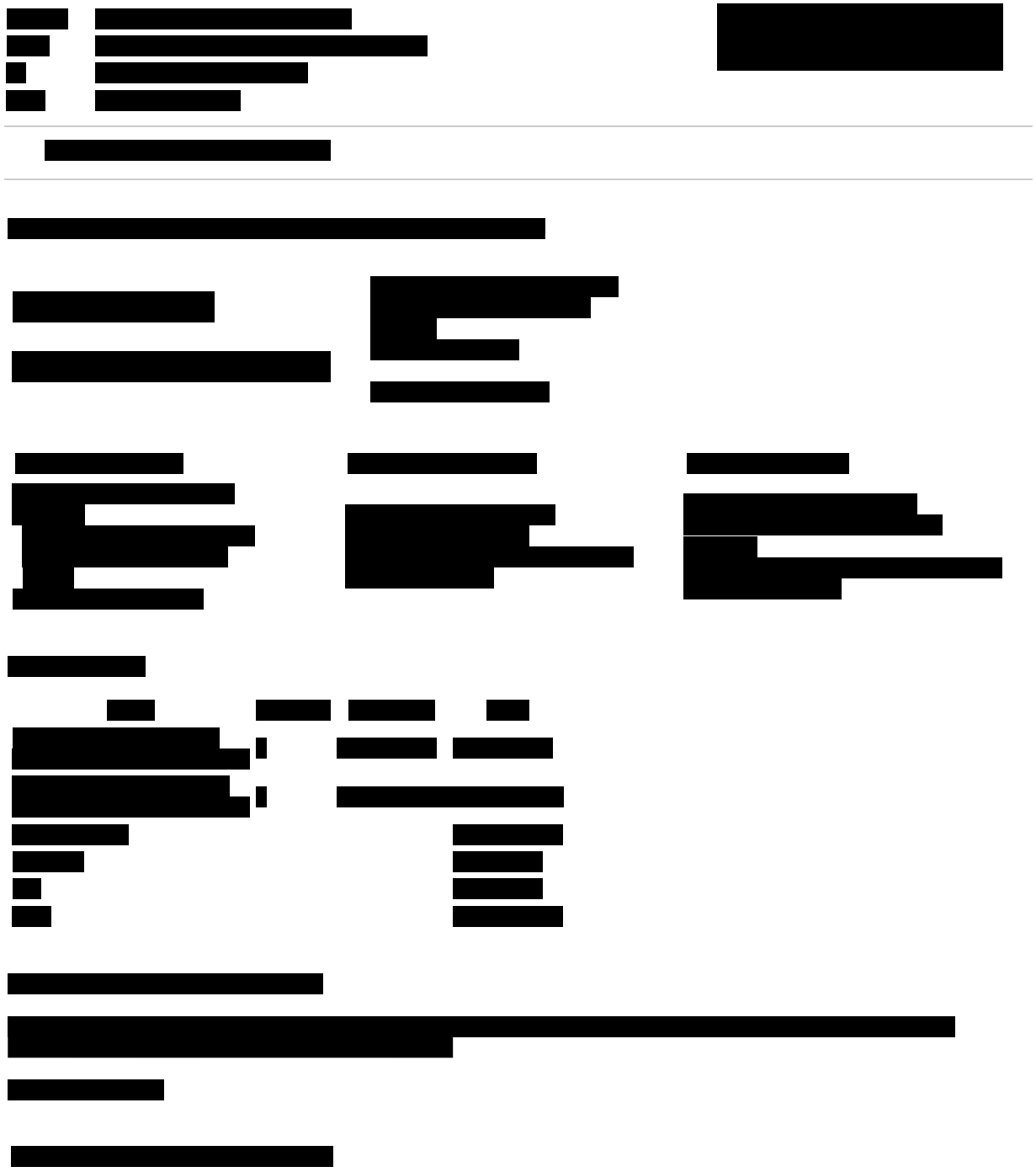
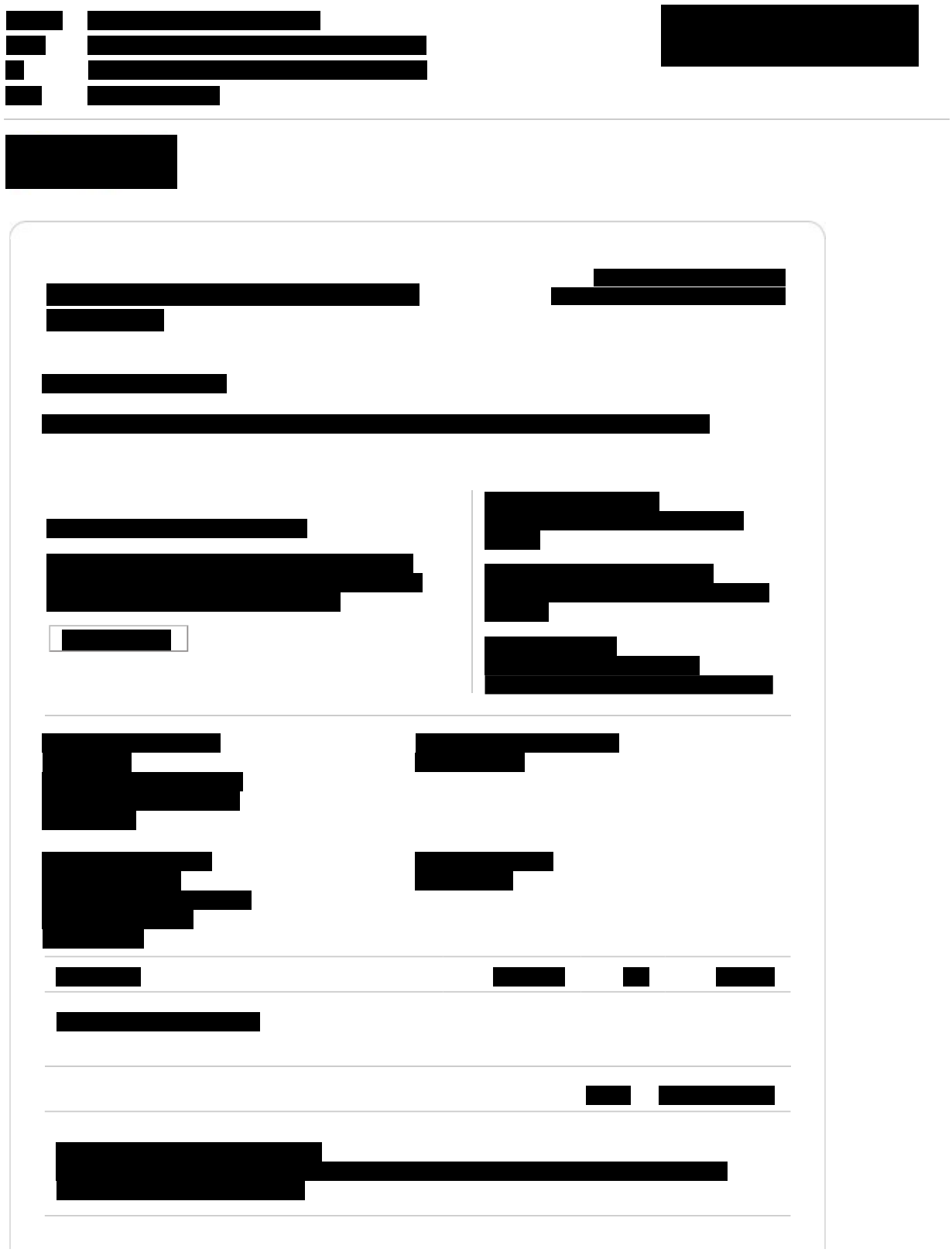
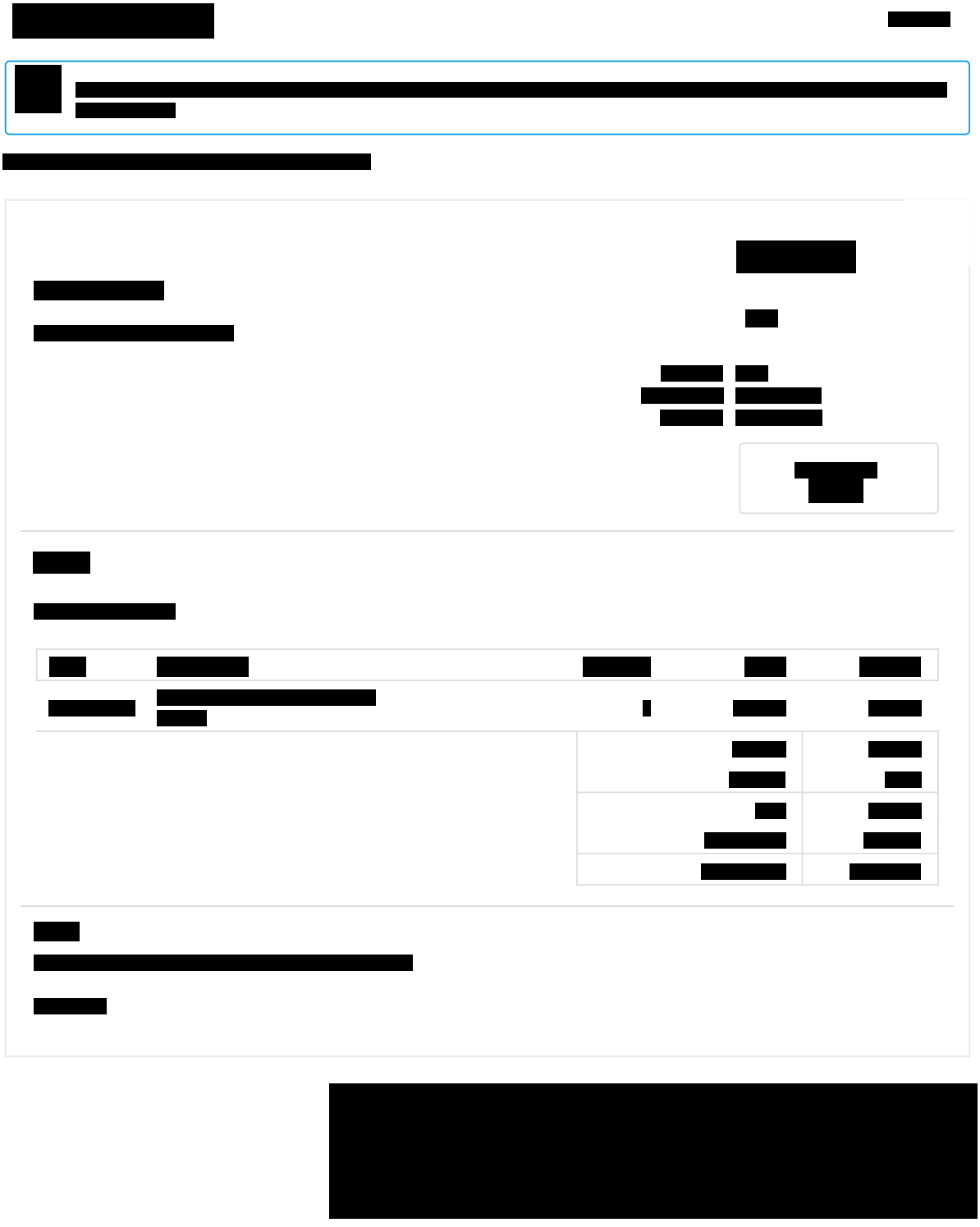
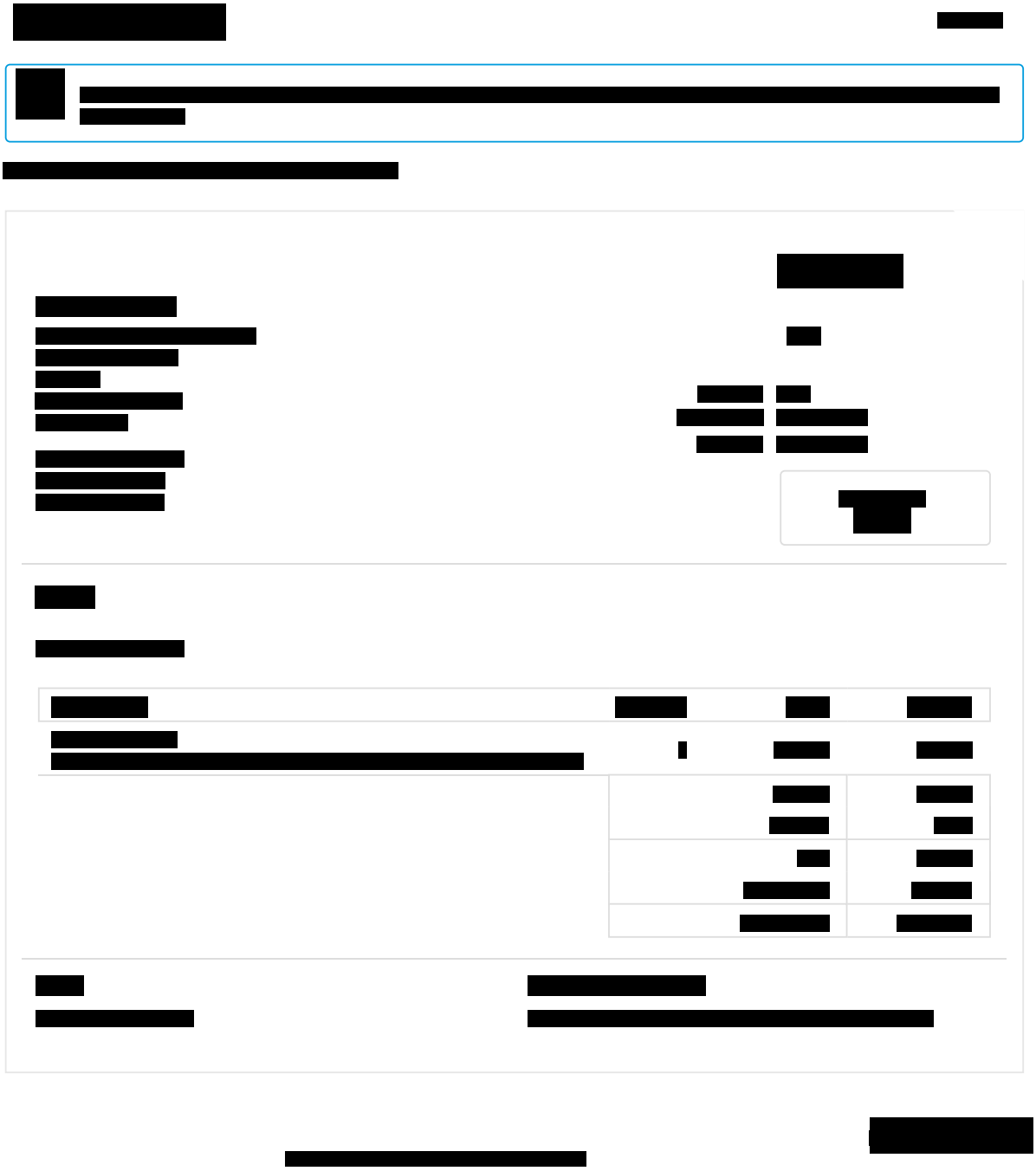
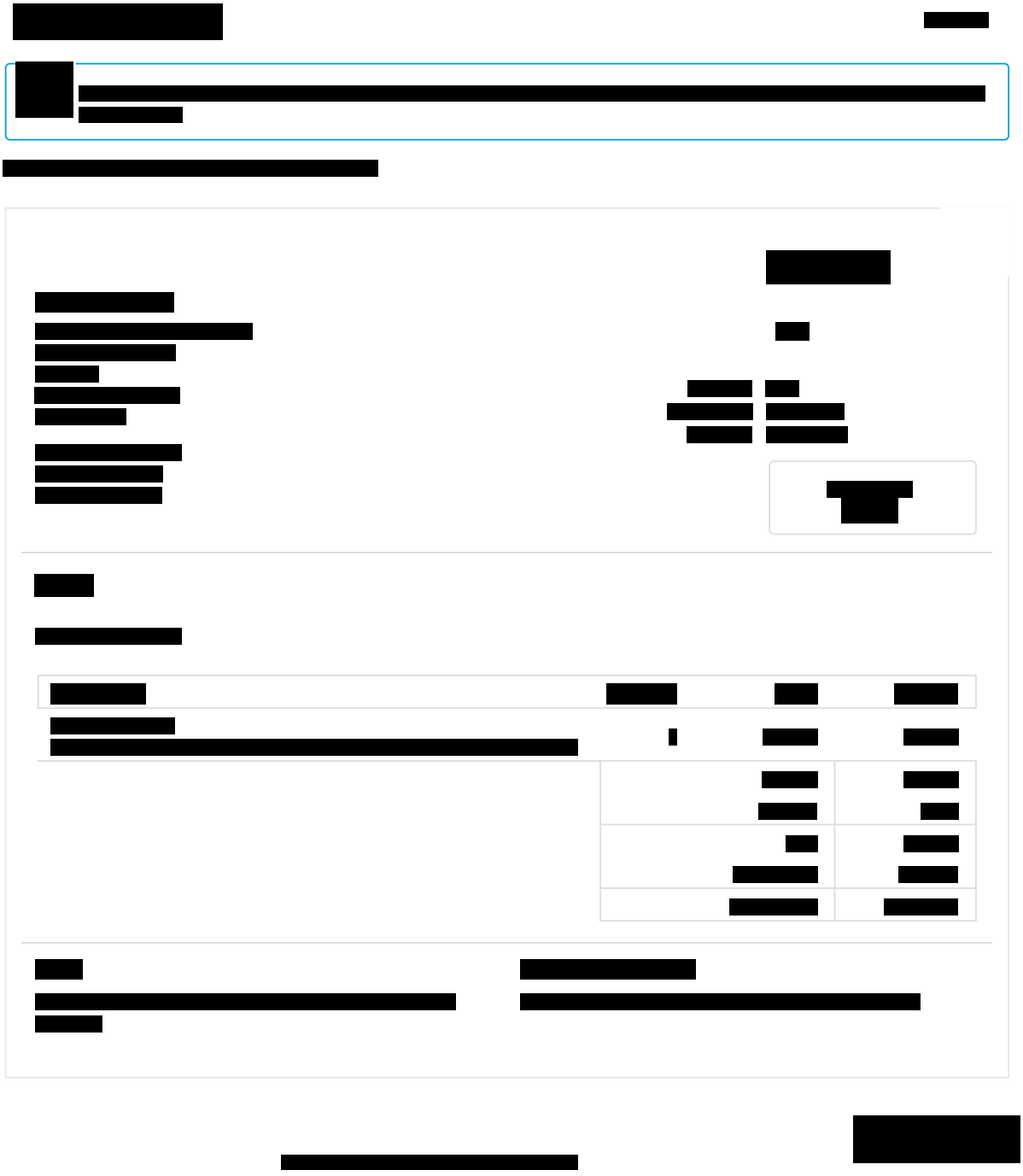
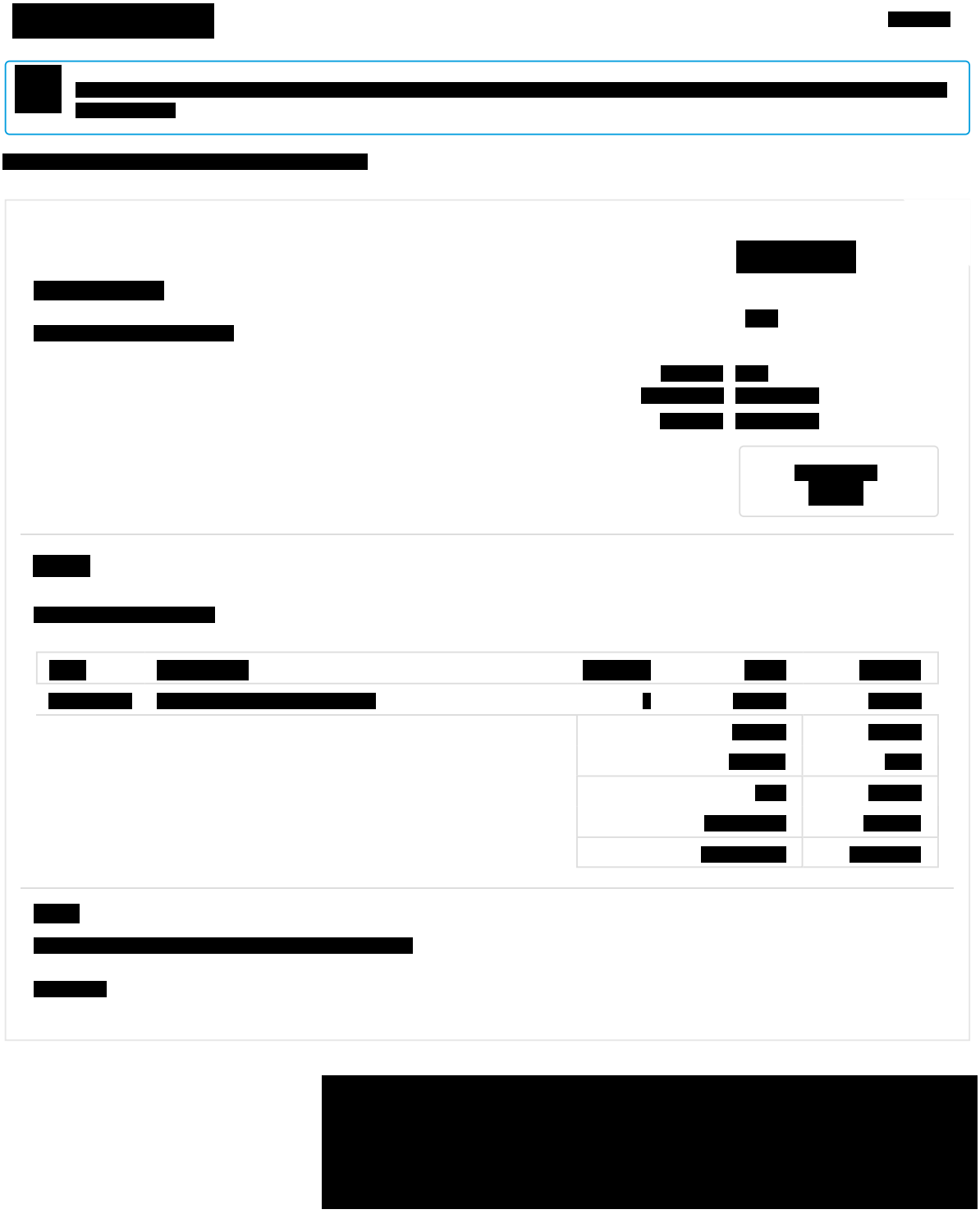
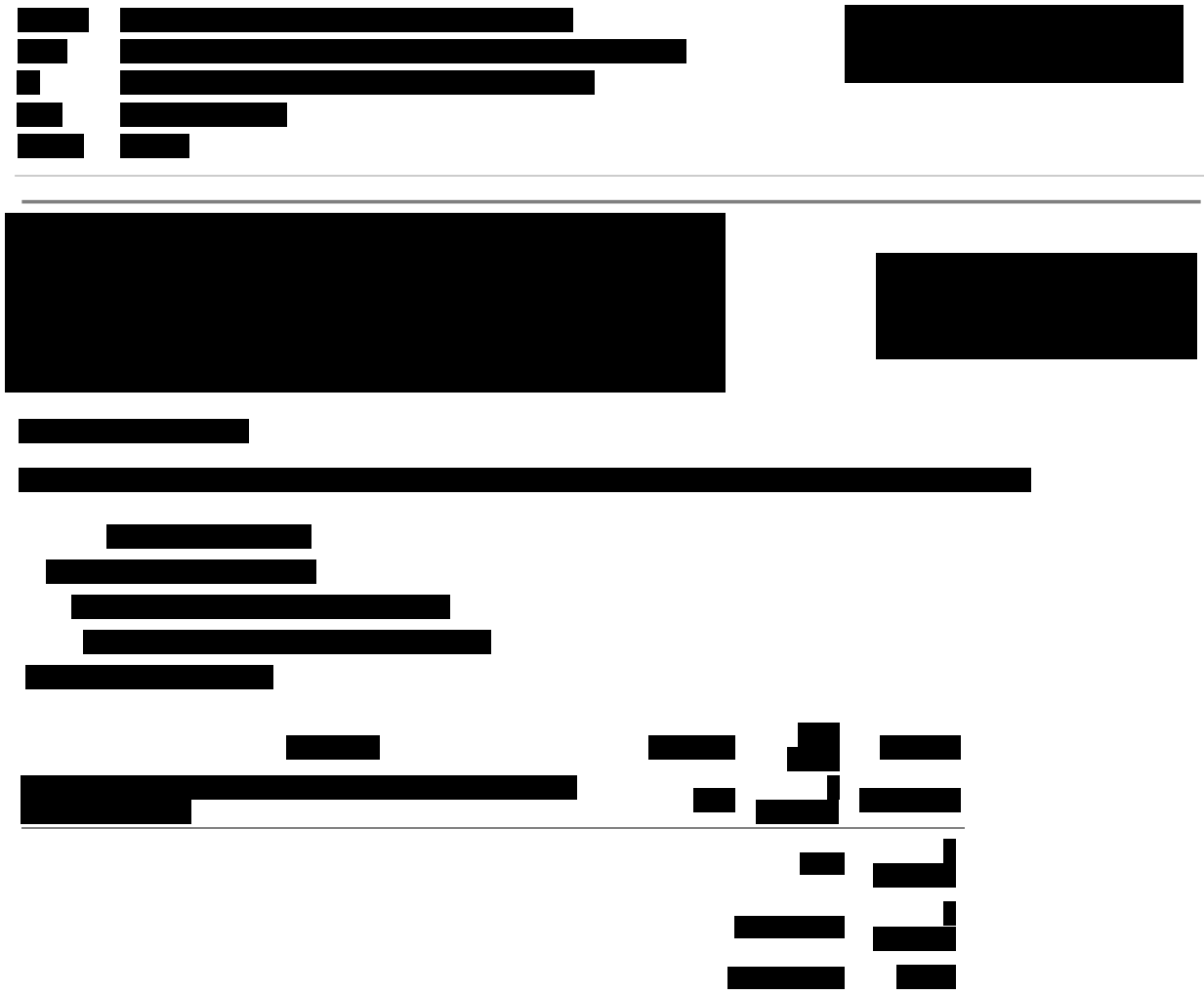
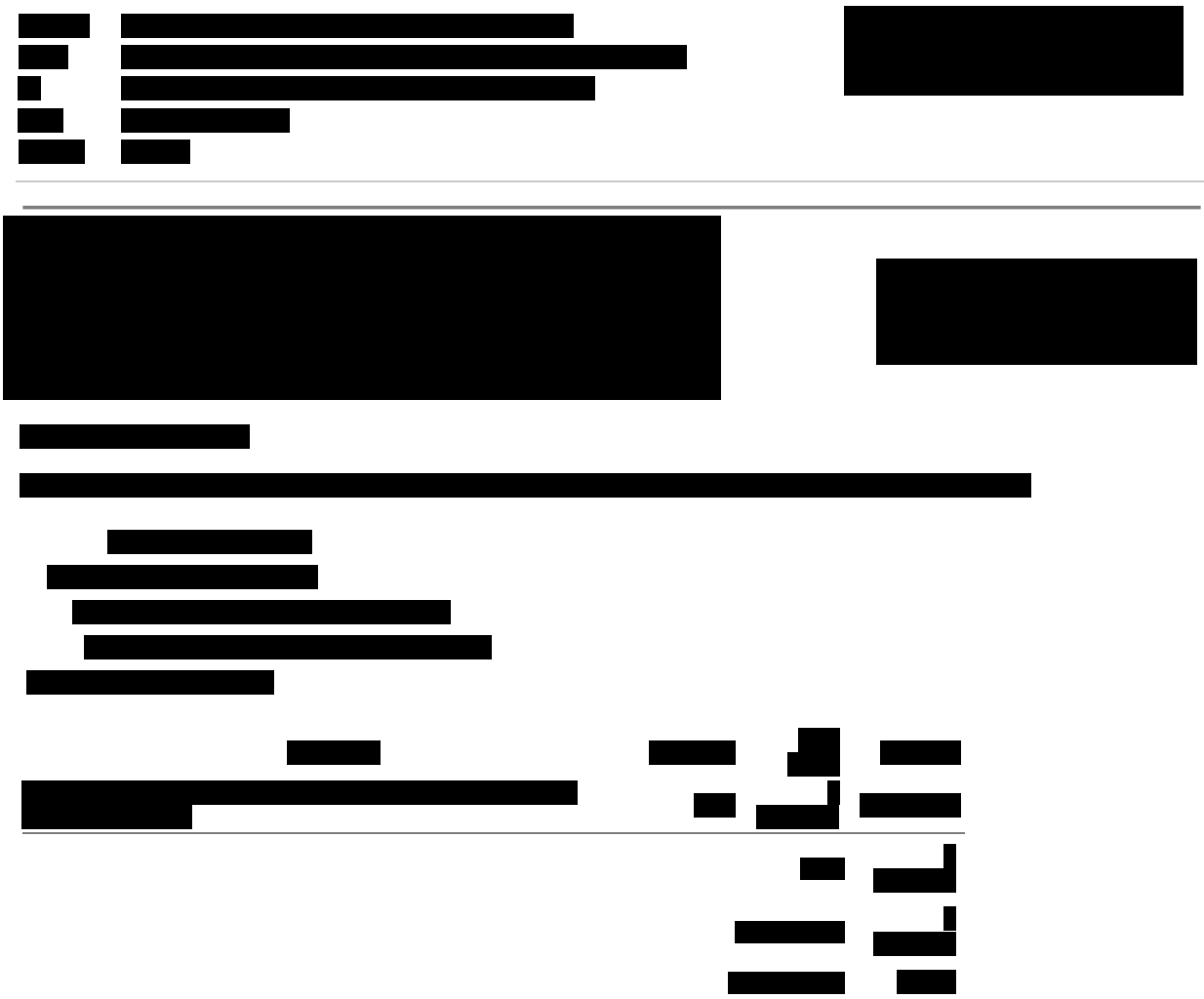
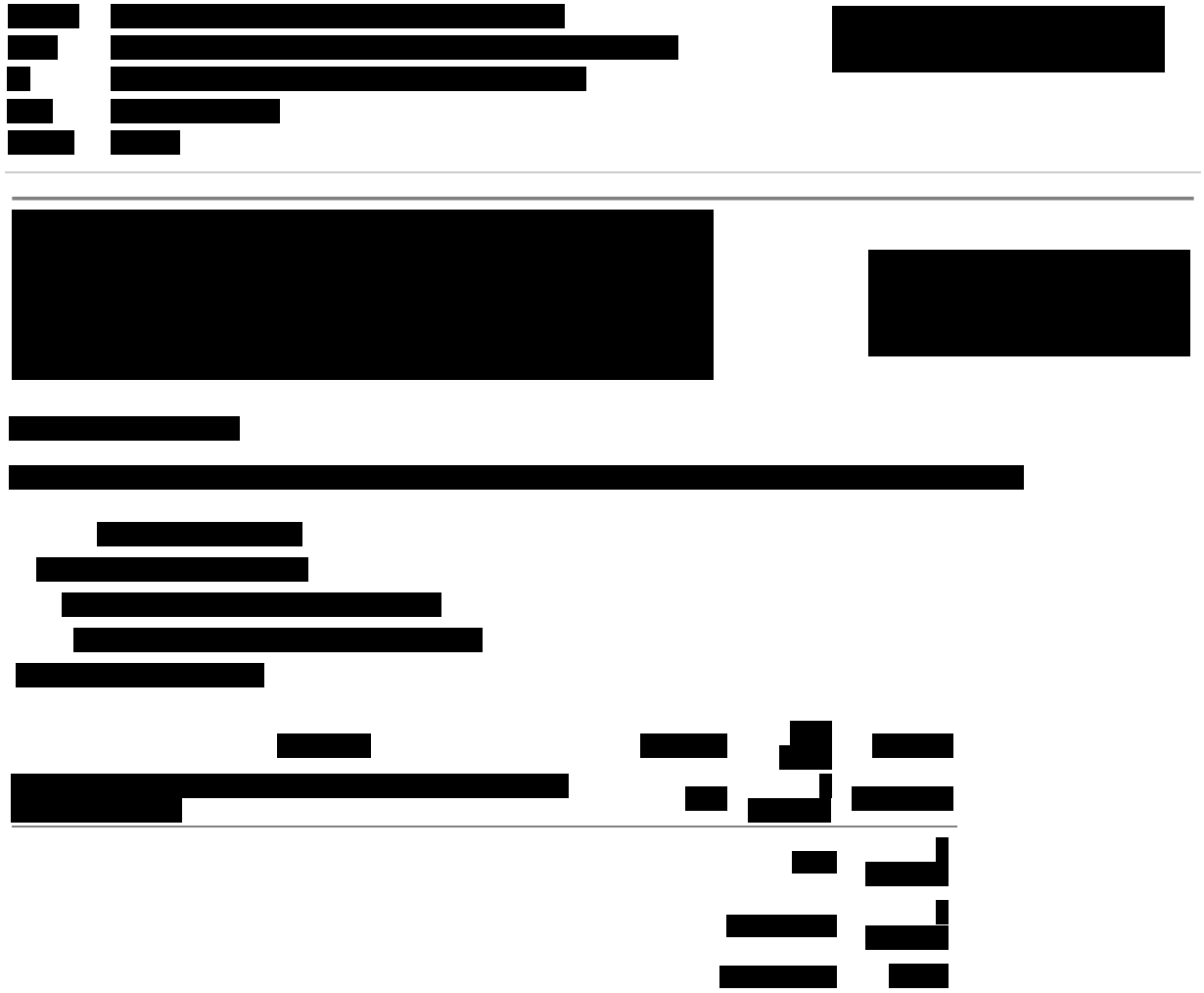
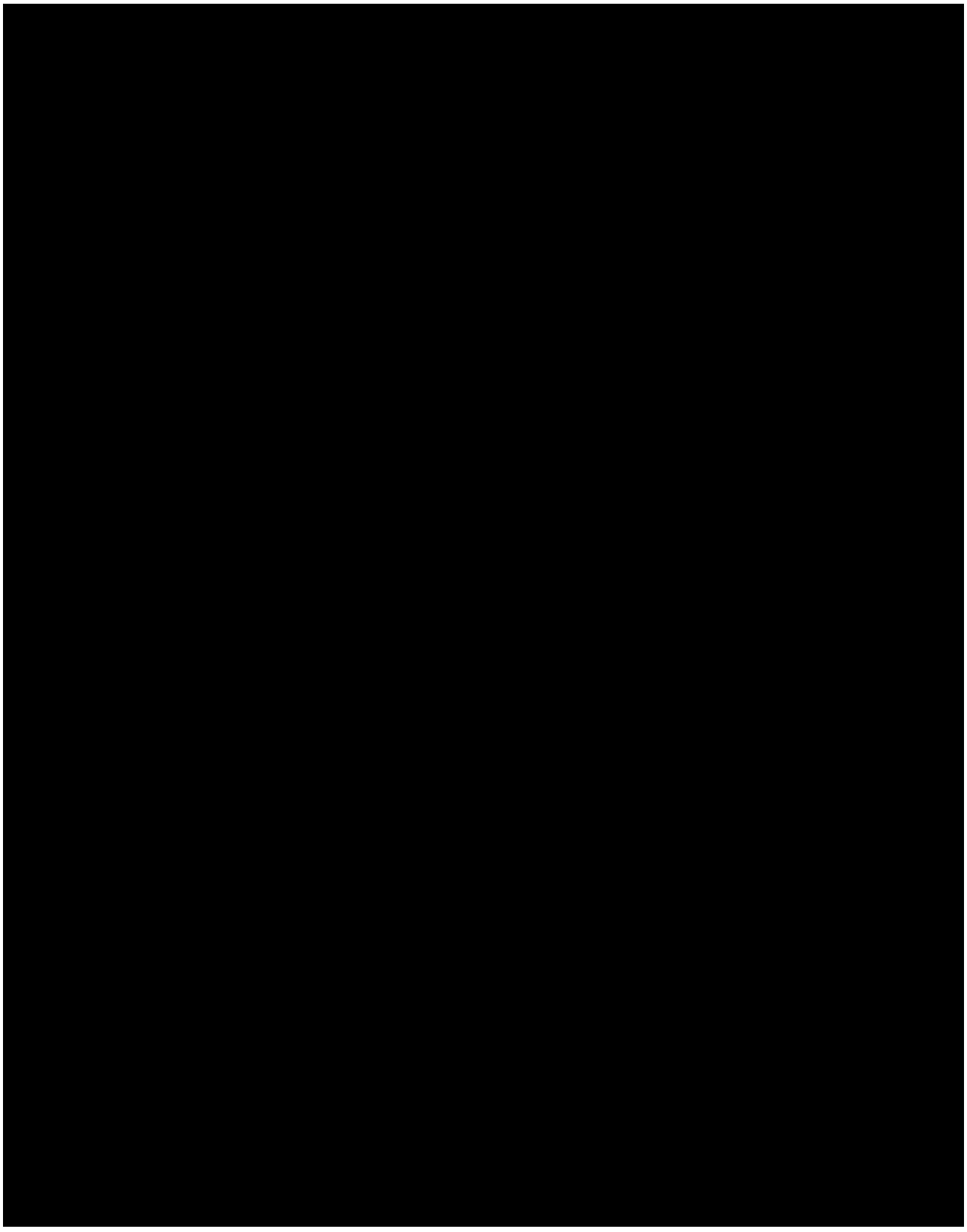
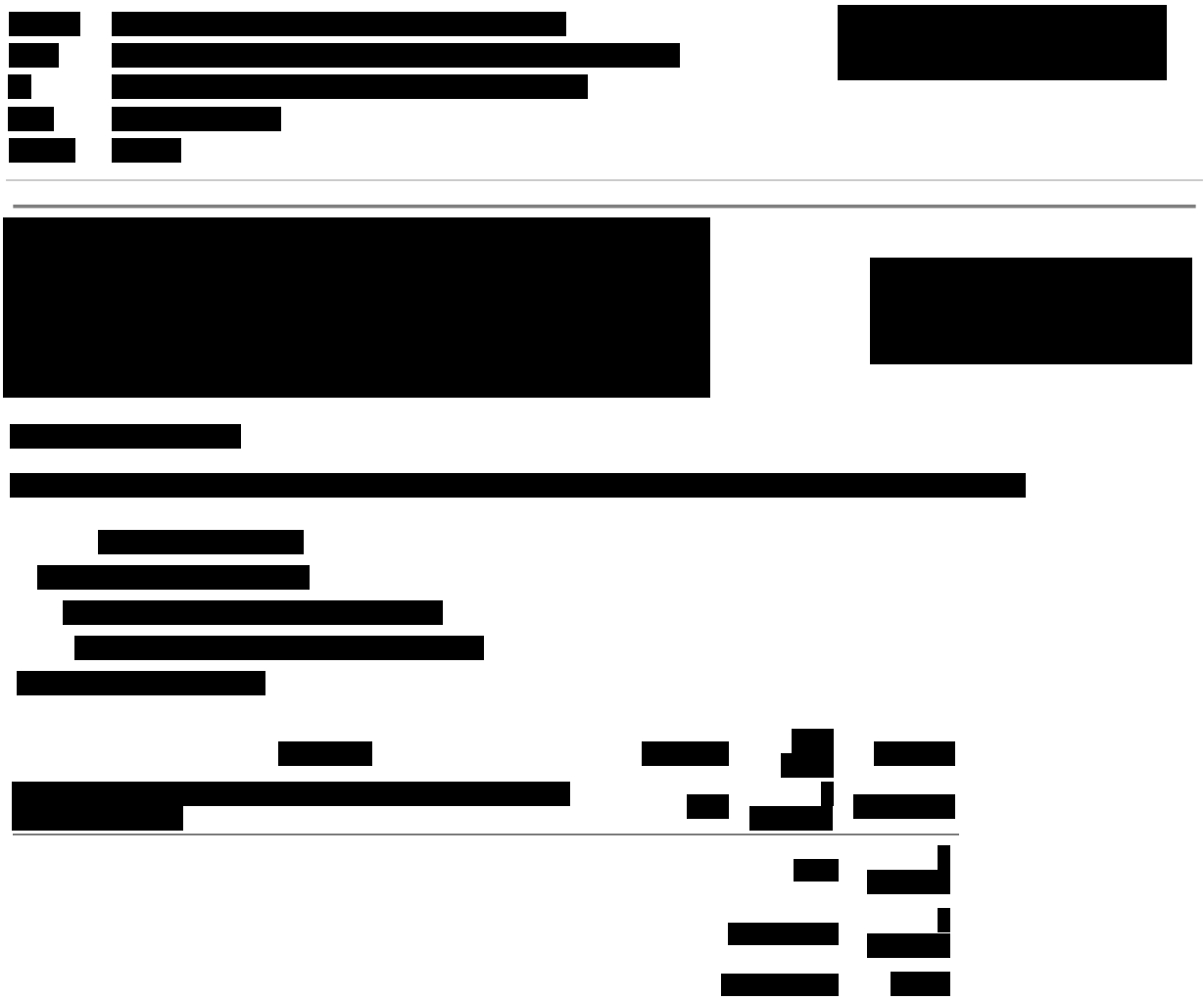
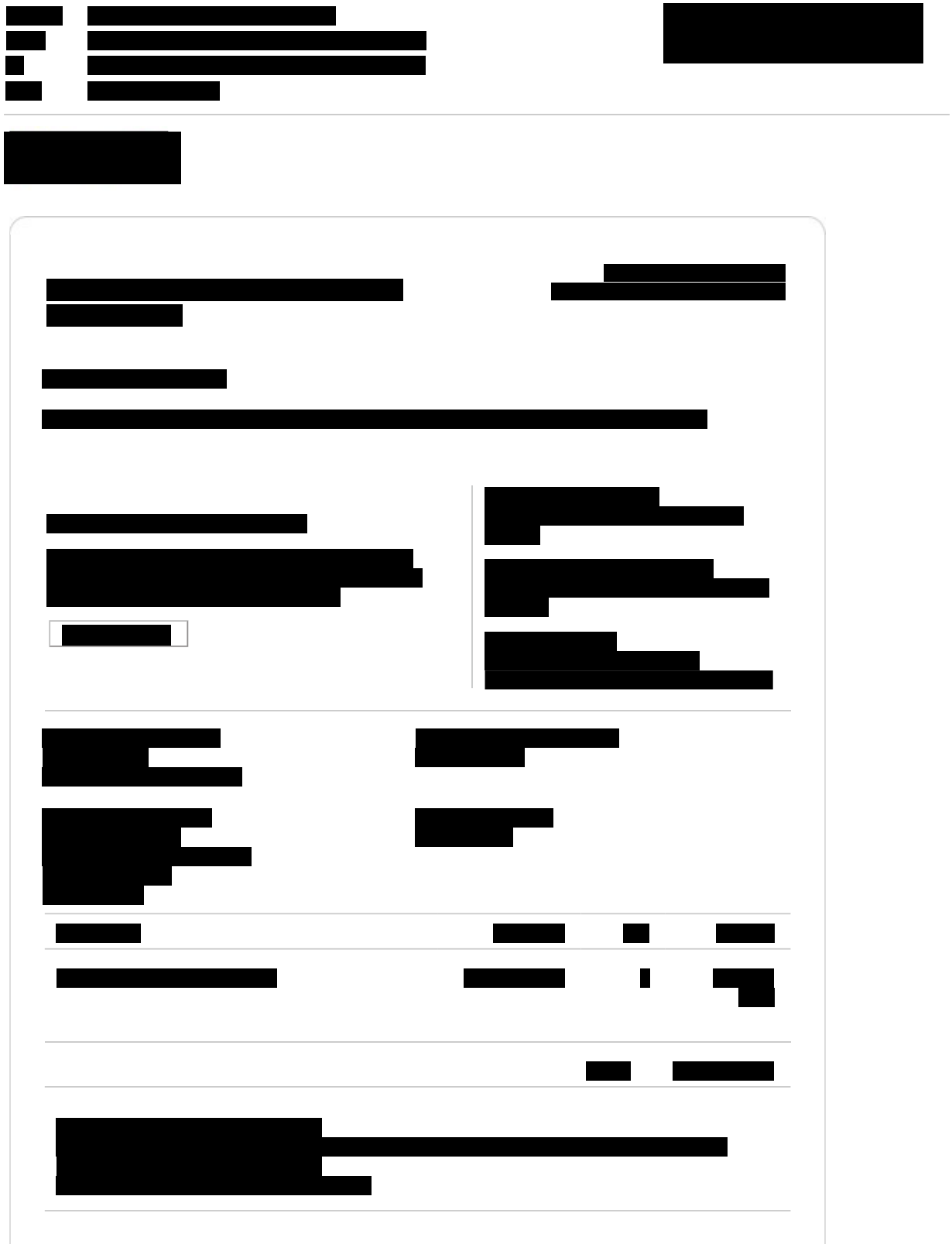
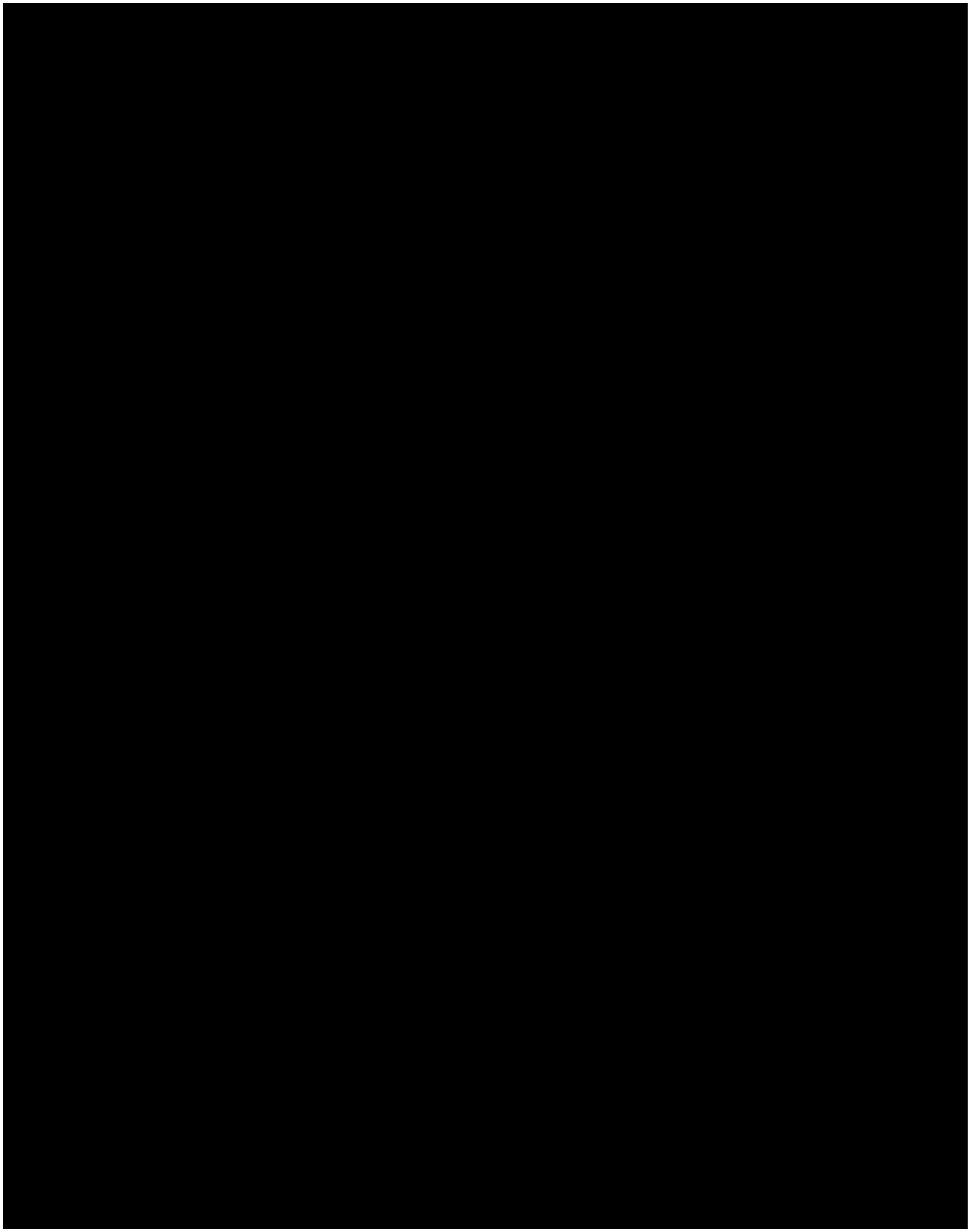
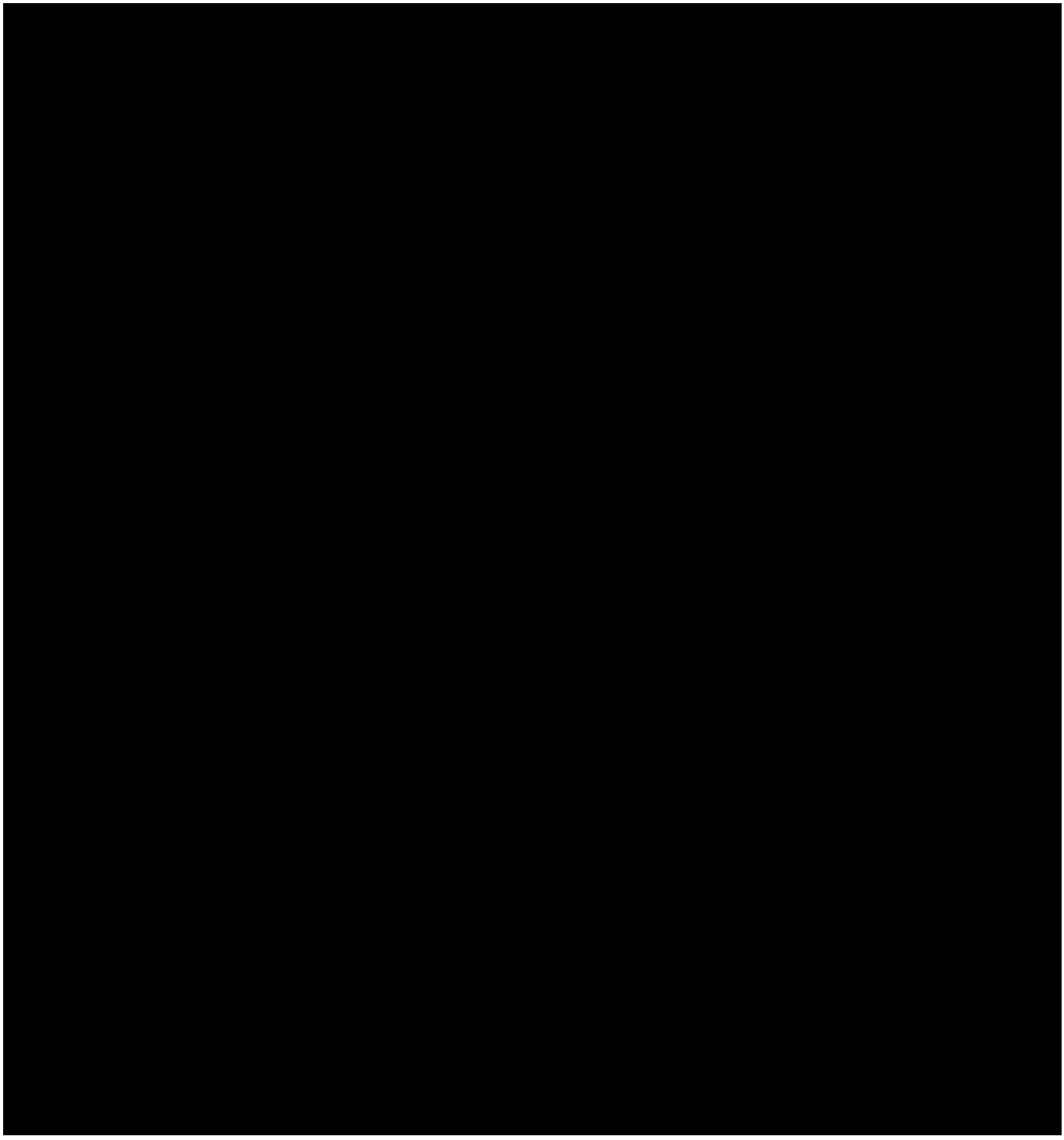
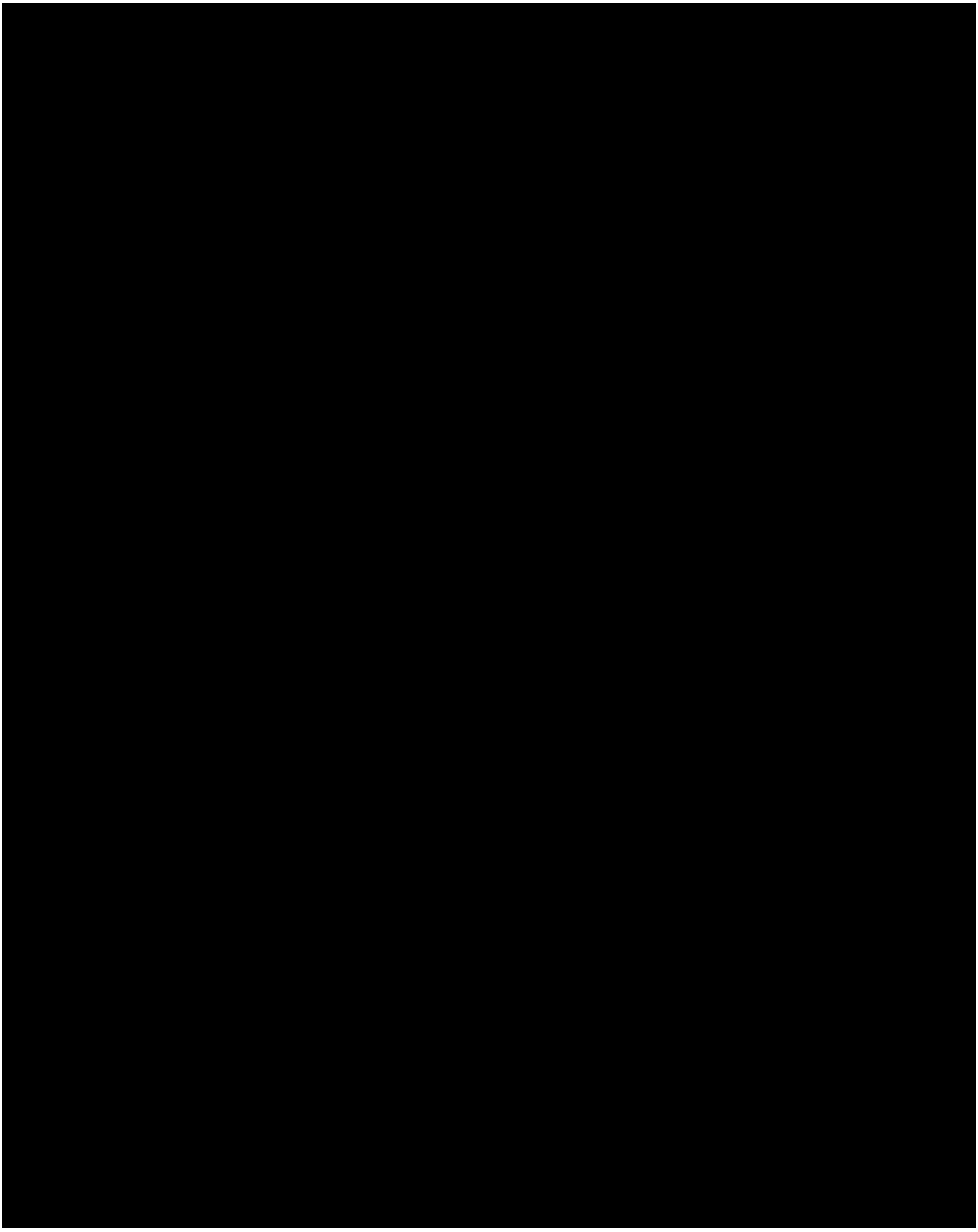
Chris:
The new pricing structure is now reality thanks to ICANN. Which is exactly why they should take that into consideration ... read more

Jonathan Frost:
I'm not sure that Kevin's statement that "ICANN has the ability, under its registry agreement with PIR, to reject a chan... read more

Rubens Kuhl:
.org pricing caps removal is a decision already taken by ICANN Board, so pricing is not a factor for ICANN Board to appr... read more

Ryan Evans:
Well he barely beat me to it on the name. I just listed the following names on GoDaddy auction for sale, and these are ... read more

John:

[redacted]

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