21 Sept. 2016

IANA IPR LICENSE AGREEMENT

FOR IANA NAMES SERVICES

This IANA IPR License Agreement ("Agreement") is entered into as of this __ day of _____, 2016, by and between the IETF Trust, a Virginia common law trust, ("Licensor") and the Internet Corporation for Assigned Names and Numbers ("ICANN"), a California nonprofit public benefit corporation ("Licensee"). Licensor and Licensee may each be referred to herein as a "Party," and collectively as the "Parties."

ARTICLE 1 DEFINITIONS

1.1 AAA: The American Arbitration Association.

1.2 Affiliate: With respect to a party hereto, a corporation or business entity that, directly or indirectly, is controlled by, controls, or is under common control with such party, together with all officers, members, managers and directors of such party, corporation or business entity. For this purpose, the word "control" shall mean direct or indirect ownership of fifty percent (50%) or more of the equity or voting shares or interest of such corporation or business entity having the right to vote for the election of directors, or the power to appoint a majority of the board of directors or other governing body or otherwise to direct the management and policies of such corporation or business entities, whether by contract or otherwise. For the avoidance of doubt, (i) the Internet Society, a District of Columbia non-profit corporation, is not an Affiliate of the Licensor, and (ii) PTI is an Affiliate of the Licensee.

1.3 Agreement: Has the meaning set forth in the Preamble.

1.4 Alleging Party: Has the meaning set forth in Section 7.1.

1.5 Breaching Party: Has the meaning set forth in Section 7.1.

1.6 CCG: The IANA Community Coordination Group formed under the Community Agreement.

1.7 Community Agreement: The Community Agreement dated as of the date hereof between the Licensor, on the one hand, and the Operational Communities, on the other hand.

1.8 Community License Agreements: Means this Agreement and the other license agreements between Licensee and Licensor relating to the IANA Services.

1.9 Consultation Period: Has the meaning set forth in Section 7.3.

1.10 Cure Period: Has the meaning set forth in Section 7.2.

1.11 Effective Date: Has the meaning set forth in Section 9.17.

1.12 IANA Intellectual Property: The Licensed Domains and Licensed Marks, collectively or individually as the context may require.

1.13 IANA Services: Those services described in Exhibit A.

1.14 ICANN: Has the meaning set forth in the Preamble.

1.15 IETF: The Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation.

1.16 Indemnification Notice: Has the meaning set forth in Section 5.3(a).

1.17 Indemnified Party: Has the meaning set forth in Section 5.3(a).

1.18 Indemnifying Party: Has the meaning set forth in Section 5.3(a).

1.19 Liability: Has the meaning set forth in Section 5.1.

1.20 Licensed Domains: Those Internet domain names listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties.

1.21 Licensed Marks: Those trademarks (also known as "service marks") listed in Exhibit B, as the same may be amended from time to time by mutual agreement of the Parties, together with all registrations therefor, all common law and other rights therein, and all goodwill accruing from the use thereof, throughout the world.

1.22 Licensee: Has the meaning set forth in the Preamble.

1.23 Licensor: Has the meaning set forth in the Preamble.

1.24 Names Community: The listed chartering organizations of the Cross Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions ("CWG") – namely, the Country Code Names Supporting Organization ("ccNSO"), the Security and Stability Advisory Committee ("SSAC"), the Generic Names Supporting Organization ("GNSO"), the At Large Advisory Committee ("ALAC") and the Governmental Advisory Committee ("GAC") – that have affirmed or hereafter affirm in writing that they agree to be included as participants in the Names Community.

1.25 Numbers Community: The Numbers Resource Organization.

1.26 Numbers Resource Organization. AFRINIC Ltd ("AFRINIC"), APNIC Pty Ltd, ("APNIC"), American Registry for Internet Numbers, Ltd ("ARIN"), Latin American and Caribbean Internet Addresses Registry ("LACNIC"), and Réseaux IP Européens Network Coordination Centre ("RIPE NCC"), acting collectively.

1.27 Operational Communities: The Names Community, the Numbers Community, and the Protocol Parameter Community, collectively or individually as the context may require.

1.28 Party or Parties: Has the meaning set forth in the Preamble.

1.29 Protocol Parameter Community: IETF.

1.30 PTI: Public Technical Identifiers, a California nonprofit public benefit corporation.

1.31 Relevant Community: Names Community.

1.32 Relevant IANA Services: The IANA Service associated with the Relevant Community.

1.33 Service Agreement: the IANA Naming Function Agreement.

1.34 Severed Clause: Has the meaning set forth in Section 8.3.

1.35 Style Requirements: Has the meaning set forth in Section 2.3.

1.36 Term: Has the meaning set forth in Section 6.1.

1.37 Third Party Claim: Has the meaning set forth in Section 5(a).

1.38 Trust Indemnitees: Has the meaning set forth in Section 5.1.

ARTICLE 2 TRADEMARK LICENSES

2.1 Grant of Licenses. As of the Effective Date, Licensor hereby grants Licensee, and Licensee hereby accepts, a worldwide, exclusive, royalty-free, fully-paid right and license (including a right to sublicense in accordance with Section 9.7 below) to use, display and reproduce the Licensed Marks in connection with the provision and marketing of goods and services in connection with the Relevant IANA Services. For the avoidance of doubt, this license includes the right of Licensee to use the Licensed Marks to describe its performance of the Relevant IANA Services on its web site, publications and elsewhere, but this license does not authorize the use of the Licensed Marks in connection with any other services.

2.2 Quality Requirements. Licensee agrees that all Relevant IANA Services offered under the Licensed Marks shall be of a consistent quality at least as high as the quality of comparable services offered by ICANN immediately prior to the Effective Date and shall comply with the service quality requirements contained in the Service Agreement. Licensor and Licensee agree that quality monitoring responsibilities hereunder shall be conducted by the Relevant Community, which shall report any failure of the Relevant IANA Services to comply with the relevant quality standards to Licensor.

2.3 Usage Requirements. All uses of the Licensed Marks shall be in strict accordance with ICANN's uses of the Licensed Marks immediately prior to the Effective Date, and uses

substantially similar thereto ("Style Requirements"). Licensor and Licensee shall each have the right to propose modifications to such Style Requirements, subject to the other Party's prior written approval, not to be unreasonably withheld, conditioned or delayed. In the event of such a change, Licensee shall be permitted to deplete its existing inventory of printed marketing material complying with the immediately prior version of the Style Requirements for up to three (3) months following the effectiveness of such change. Thereafter all such obsolete materials shall be destroyed, other than copies kept for archival, informational, historical, record-keeping or legal purposes. The current version of the Style Requirements is attached hereto as Exhibit D. Licensee shall use commercially reasonable efforts to ensure that all digital displays of the Licensed Marks (including web sites, software screens and the like) are changed within 90 days to reflect any new Style Requirements.

ARTICLE 3 DOMAIN LICENSES

3.1 Grant of License. As of the Effective Date, Licensor hereby grants Licensee, and Licensee hereby accepts, a worldwide, exclusive, royalty-free, fully-paid right and license (including a right to sublicense in accordance with Section 9.7 below) to use the IANA Domains and to create subdomains thereunder, subject to Section 3.3 below, solely in connection with the provision and marketing of the Relevant IANA Services.

3.2 Technical Contact. Licensor hereby designates Licensee as the technical contact for the IANA Domains during the term of this Agreement. Licensee's obligations as technical contact for the IANA Domains are set forth in Exhibit E.

3.3 Subdomains. All subdomains of the IANA Domains existing as of the Effective Date are approved for use by Licensee in connection with the licenses granted hereunder. Licensee shall only create subdomains when necessary to fulfill its obligations to perform Relevant IANA Services under the Service Agreement. Licensee will notify Licensor if there is an intended usage of a Licensed Mark within that subdomain (excluding the domain itself).

ARTICLE 4 OWNERSHIP

4.1 Goodwill. As of the Effective Date, Licensee acknowledges that Licensor is the owner of the Licensed Marks and all goodwill therein and arising from their use, and that nothing in this Agreement or otherwise grants Licensee any ownership right in or to any such Licensed Marks. Licensee hereby assigns to Licensor all business goodwill in the Licensed Marks that arises from use of the Licensed Marks.

4.2 Restrictions. From and after the Effective Date, Licensee agrees that it shall not, (a) without the prior written approval of the Licensor, not to be unreasonably withheld, conditioned or delayed, register or reserve any name, mark, logo, word or design that contains, is identical to or is confusingly similar to any Licensed Marks as a trademark, service mark, certification mark, trade name, domain name or search term in any jurisdiction in the world, (b) challenge Licensor's ownership of or the validity of the Licensed Marks, any application for registration or registration thereof or any rights of Licensor therein; (c) knowingly do any act that is intended to invalidate or impair any Licensed Marks; or (d) use, suffer or permit the use of any Licensed Marks in any manner that is intended to devalue, injure, demean or dilute the goodwill or reputation of Licensor

or the Licensed Marks or which is outside the scope of the licenses granted pursuant to Section 2.1. For the avoidance of doubt, no trademarks set forth on Exhibit C shall be deemed to be confusingly similar to the Licensed Marks.

4.3 Policing and Enforcement.

a. From and after the Effective Date, each Party shall undertake commercially reasonable efforts, consistent with its past practice in relation to other intellectual property, to police third party uses, applications and registrations that might constitute infringement or dilution of the IANA Intellectual Property. Each Party shall use reasonable efforts to notify the other Party of any infringement or threatened infringement of the IANA Intellectual Property of which it becomes aware.

b. Licensor shall, after consultation with the Relevant Community and the CCG, have the first right but not the obligation to take any action to bring suit to stop such infringement or otherwise enforce Licensor's rights and Licensee shall cooperate with Licensor in any such action. If Licensor initiates such an enforcement action hereunder, it shall have the exclusive right to employ counsel of its own selection and to direct and control the litigation or any settlement thereof and shall be entitled to retain all amounts awarded as damages in connection therewith after the expenses of Licensee, CCG, the Operational Communities and Licensor are reimbursed on a pro rata basis. In any such action, Licensee shall, at its own expense (subject to reimbursement out of damages awarded pursuant to the preceding sentence), have the right to non-controlling participation through counsel of its own selection.

c. If Licensor elects not to enforce its rights or to take other action to stop such infringement, including but not limited to proposing or entering into negotiations, within sixty (60) days following written notification of such infringement to Licensor by Licensee, then Licensee may, after consultation with the Relevant Community, take any action to stop such infringement or otherwise enforce its and Licensor's rights, subject to Licensor's prior written approval not to be unreasonably withheld, delayed or conditioned. If Licensee initiates such an enforcement action hereunder, it shall employ counsel of its own selection at its own expense and shall direct and control the litigation or any settlement thereof, which settlement shall be subject in each case to the prior written approval of Licensor, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be entitled to retain all amounts awarded as damages in connection therewith after the expenses of Licensee, its sublicensee, CCG, the Operational Communities and Licensor are reimbursed on a pro rata basis. In any such action, Licensor shall, at its own expense (subject to reimbursement out of damages awarded pursuant to the preceding sentence), have the right to non-controlling participation through counsel of its own selection. At Licensee's request, Licensor shall assist reasonably in such enforcement action, and Licensee shall bear all costs and expenses of Licensor in providing such requested assistance. Licensor acknowledges that it may be a necessary party to any action brought by Licensee arising from enforcement of such rights, and, if necessary, Licensor shall participate in such action. Licensee agrees that for the two enforcement actions that it has disclosed to Licensor that remain ongoing as of the Effective Date, Licensee will continue with the enforcement action at its own expense, and that Licensee shall direct and control the enforcement action or any settlement thereof.

4.4 Maintenance. In the event that Licensee requests that Licensor register one or more Licensed Marks in a jurisdiction in which such marks are not then registered, Licensor shall consider such request in good faith in consultation with the Relevant Community. In the event that Licensor agrees to register such Licensed Mark in such jurisdiction, Licensor may require that Licensee reimburse it for its out-of-pocket expenses associated with such registration, including filing fees, translation charges and legal fees, and associated maintenance fees. Except with respect to such registrations requested by Licensee, Licensor shall, at its sole cost and expense, maintain all registrations for the Licensed Marks.

ARTICLE 5 INDEMNIFICATION

5.1 By Licensee. Licensee will indemnify, defend and hold harmless Licensor and its Affiliates, and their respective employees and trustees ("Trust Indemnitees") from and against any and all Third Party Claims and associated Liabilities to the extent arising directly or indirectly from (a) any material breach by Licensee of the terms of this Agreement, or (b) Licensee's or its sublicensee's use of the IANA Intellectual Property following the Effective Date and during the term of this Agreement, other than claims that would give rise to an indemnification obligation by Licensor pursuant to Section 5.2 below.

5.2 By Licensor. Licensor will indemnify, defend and hold harmless Licensee and its Affiliates, and their respective directors, officers and employees ("Licensee Indemnitees") from and against any and all Third Party Claims and associated Liabilities to the extent arising directly or indirectly from any material breach by Licensor of the terms of this Agreement..

5.3 Indemnification Procedure.

a. A Party seeking indemnification hereunder ("Indemnified Party") will give prompt written notice (an "Indemnification Notice") to the Party from which indemnification is sought ("Indemnifying Party") of the assertion of any third party claim, or the commencement of any third party suit, action or proceeding ("Third Party Claim") in respect of which indemnity may be sought under Section 5.1 or 5.2, and will provide the Indemnifying Party such information with respect thereto that the Indemnifying Party may reasonably request. The failure to promptly notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent such failure shall have prejudiced the Indemnifying Party.

b. The Indemnifying Party shall manage and control the defense of any Third Party Claim as to which indemnification is sought hereunder at its sole expense using counsel of its selection, subject to the reasonable prior approval of the Indemnified Party. The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of such Third Party Claim if the settlement does not release the Indemnified Party from all Liabilities with respect to such Third Party Claim or the settlement imposes injunctive or other equitable relief against the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ separate counsel of its choice for such purpose at its own expense. Each Party shall cooperate in the defense or prosecution of any Third Party Claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences,

discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. This Agreement shall remain in effect from the Effective Date until it is terminated in accordance with the terms hereof.

6.2 Termination by Licensee. Licensee may terminate this Agreement upon sixty (60) days prior written notice to Licensor.

6.3 Termination for Change of Service Provider. Licensee acknowledges that the licenses granted hereunder are necessary for provision of the Relevant IANA Services, and that Licensee is required to perform (directly or indirectly through subcontractors to Licensee) the Relevant IANA Services under the Service Agreement.

Accordingly, if the Names Community certifies in writing to Licensor (with a copy to Licensee) that (i) an SCWG Recommendation (as defined in ICANN's Bylaws), providing that Licensee and its Affiliates and/or sublicensees (as applicable) shall cease performing and overseeing the performance of the IANA Names Services in all respects, has received each of the approvals required under ICANN's Bylaws (and such approval has not been rejected by the Empowered Community, a nonprofit association formed under the laws of the State of California, as set forth in ICANN's Bylaws), and (ii) a third party has been retained and is contractually obligated to perform the IANA Names Services immediately following the termination of this Agreement, then Licensor shall terminate this Agreement by written notice to Licensee specifying the effective date of termination, which date shall be determined by the Relevant Community.

6.4 Termination for Breach. Either Party may terminate this Agreement following a material, uncured breach of this Agreement by the other Party pursuant to the procedures set forth in Article 7.

6.5 No Termination for Bankruptcy. For the avoidance of doubt, Licensor is not entitled to terminate the agreement solely on account of an insolvency or bankruptcy event by Licensee or any sublicensee.

6.6 Effects of Termination.

a. Termination of this Agreement or any license hereunder shall be without prejudice to any right to sue for damages for any antecedent breach of this Agreement.

b. Immediately upon the termination of this Agreement, Licensee shall use reasonable efforts to remove any and all Licensed Marks from all displays, materials, web sites and other visible locations, and cease to use such Licensed Marks in any business or other activity, subject to any transition period provided for in the Service Agreement or otherwise agreed between Licensor (after consultation with the Relevant Community) and Licensee. For the avoidance of doubt, such termination shall not limit Licensee's continuing right to use the Licensed Marks under any separate license agreement between Licensor and Licensee with respect to IANA Services, other than the

Relevant IANA Services, provided to another Operational Community, and Licensee shall not be in breach of its obligation to remove or discontinue use of the Licensed Marks to the extent that it is permitted to do so under such separate agreement.

c. Immediately upon the termination of this Agreement, Licensee shall, at its expense, transfer technical control over the relevant domain name(s) and subdomain(s) to Licensor or to its successor licensee(s) for the Relevant IANA Services, subject to any transition period provided for in the Service Agreement or otherwise agreed between Licensor (after consultation with the Relevant Community) and Licensee. Notwithstanding the foregoing, in the event that Licensee or its sublicensee continues to provide services to a different Operational Community under a license of the IANA Intellectual Property from Licensor, then the Parties, in consultation with the Relevant Community, shall mutually agree upon a reasonable approach to allow any replacement provider of Relevant IANA Services to operate under one or more subdomains of the IANA Domains at no additional charge by the Licensee.

d. The provisions of Articles 4, 5, 6, 7, 8 and 9 of this Agreement shall survive any termination hereof in accordance with their terms.

ARTICLE 7 BREACH ESCALATION PROCEDURES

7.1 Notice. If either Party (the "Alleging Party") determines that the other Party (the "Breaching Party") has materially breach this Agreement, then the Alleging Party shall provide written notification of such alleged breach to the Breaching Party, which notification shall specify in reasonable detail the facts and circumstances of such alleged breach.

7.2 Cure Period. Following the Alleging Party's notification of breach pursuant to Section 7.1, the Breaching Party shall have a period of sixty (60) days or such longer period as agreed by the Alleging Party ("Cure Period") to cure such breach .

7.3 Consultation Period; If the alleged breach is not cured to Alleging Party's reasonable satisfaction within the Cure Period, or if such breach is not susceptible of cure, then a ninety (90) day executive consultation period ("Consultation Period") shall begin. During such period, a senior officer (which shall be, as applicable, the chief executive officer or another senior officer of Licensee and the Chair of the Licensor) of each of the Alleging Party and the Breaching Party shall meet in person at a mutually agreed location, at least once, and by other telephone or electronic means as required, to use their best efforts in good faith to find a mutually-acceptable means for addressing the alleged breach. The CCG Representatives for the Relevant Community are entitled to participate in such consultations. Each Party shall bear its own expenses in connection with such consultations. If requested by a Party, a third-party mediator may be utilized in order to facilitate discussion and settlement of the dispute, the expenses of which shall be shared equally by the Parties. If a mediator has been utilized, the Consultation Period may be extended by an additional thirty (30) days.

7.4 Arbitration. If the Parties fail to reach agreement within ten (10) days following the end of the Consultation Period (the "Arbitration Initiation Date") and the Breaching Party has not cured such alleged breach to the Alleging Party's reasonable satisfaction, the Alleging Party and the Breaching Party shall be entitled to initiate binding arbitration to resolve such dispute. Such

arbitration shall be conducted under the Commercial Arbitration Rules of the AAA by a single arbitrator who is selected by mutual agreement of the Parties or, if they cannot agree within twenty (20) days following the Arbitration Initiation Date, then by a three arbitrator panel, with one arbitrator selected by each of the Parties and one selected by the AAA. The arbitration shall be conducted in New York City, New York. Each Party shall be entitled to be represented by counsel and shall bear its own expenses in connection with such arbitration. Licensor shall involve representatives of the Relevant Community in such arbitration. Each Party shall bear its own costs and expenses, and the costs and expenses of the arbitrator shall be divided evenly between the Parties. The arbitrator shall be authorized to determine questions of fact and law, to award monetary damages and to order specific performance, provided that the sole questions to be determined by the arbitrator is whether the Breaching Party has material breached the terms of this Agreement and whether any failure of the Alleging Party to accept any proposed or actual cure of such breach was reasonable. For avoidance of doubt, the arbitrator is precluded from making any determination as to the sufficiency of Licensee or its Affiliate's provision of Relevant IANA Services. The results of the arbitration shall be final and binding, and shall be supported by a reasoned opinion. The arbitral award may be enforced in any court of competent jurisdiction. Upon mutual agreement of the Parties, the consultation, mediation and arbitration processes of any Alleged Breach, may be combined with any such processes initiated under another Community License Agreement.

7.5 Termination for Breach. In the event that the arbitration referred to in Section 7.4 results in a finding that the Breaching Party materially breached this Agreement and such breach was not cured to the reasonable satisfaction of the Alleging Party (as determined by the arbitrator) prior to the date of the decision of the arbitrator pursuant to Section 7.4, then the Alleging Party shall have the right to terminate this Agreement upon written notice to Breaching Party. Notwithstanding the foregoing, if the breach constitutes a failure by Licensee to meet the service quality requirements for the Relevant IANA Services as described in Section 2.2, Licensor's sole and exclusive remedies hereunder shall be limited to the terms of Section 6.3.

ARTICLE 8 NO WARRANTY

Licensor makes no warranty or representation whatsoever, express or implied, regarding the validity or enforceability of the IANA Intellectual Property. Licensor undertakes no obligation to Licensee hereunder to police or enforce the IANA Intellectual Property against any third party except as set forth at Section 4.3.

ARTICLE 9 GENERAL PROVISIONS

9.1 Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of California, USA, excluding its conflicts of law provisions.

9.2 Notices. Any notice or report required or permitted to be given or made under this Agreement by a Party hereto to any other Party shall be given by registered mail or overnight courier (return receipt requested), to the Parties at the addresses indicated below, and shall be effective upon the earlier of the date of actual receipt by the addressee or the date three (3) days after the same was posted or sent. Notices shall be sent to:

LICENSEE

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

LICENSOR

Internet Engineering Task Force
1775 Wiehle Ave.
Suite 201
Reston, VA 20190 USA

A Party hereto may change its address or contact person by giving written notice to the other Party pursuant to this Agreement.

9.3 Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), the Parties agree that this Agreement is intended to endure except for the Severed Clause. The Parties shall consult and use reasonable efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

9.4 Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

9.5 Entire Agreement; Amendment. This Agreement and all the Exhibits hereto contain the entire understanding of the Parties with respect to the matters contained herein and supersede any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by the Parties hereto.

9.6 Assignment. This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement, in whole or in part, shall not be assignable by any Party hereto to any third party without the prior written consent of the other which shall not be unreasonably withheld, conditioned or delayed.

9.7 Sublicensing. The licenses granted in Sections 2.1 and 3.1 above are sublicensable, subject to the prior written consent of Licensor, not to be unreasonably withheld, conditioned or delayed, and provided that: (i) the sublicensee agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) Licensee shall be and remain liable for all actions of the sublicensee in

relation to the sublicense, to the same extent as if the actions were those of Licensee. Licensor hereby consents to a sublicense of the licenses granted in Sections 2.1 and 3.1 above to PTI.

9.8 Non-Waiver. The failure of a Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

9.9 Independent Contractors. The Parties hereto are independent contractors. No Party is, or will be deemed to be, the partner or legal representative or agent of the other Party, nor shall any Party have the right or authority to assume, create, or incur any third party liability or obligation of any kind, express or implied, against or in the name of or on behalf of another except as expressly set forth in this Agreement.

9.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

9.11 Construction. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section," or "Exhibit" refer to the specified Article, Section, or Exhibit of this Agreement; (e) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or"; and (f) the term "including" or "includes" means "including without limitation" or "includes without limitation" so as to not limit the generality of the preceding term. Unless otherwise stated, references to days shall mean calendar days.

9.12 Exclusion of Certain Damages. NO PARTY SHALL BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES TO ANY OTHER PARTY OR TO ANY THIRD PARTY OR ENTITY SUFFERED BY THAT PARTY OR ANY OTHER PERSON OR ENTITY RESULTING FROM ANY CAUSE UNDER THIS AGREEMENT, EVEN IF FORESEEABLE.

9.13 Enforcement of the Agreement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which they are entitled at law or in equity. A Party's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which such Party may be entitled, including the right to pursue remedies for losses, liabilities or damages incurred or suffered by such Party in the case of a breach of this Agreement. Each of the Parties agrees that it will not oppose, and that it waives any defense to, the grant of an injunction, specific performance or other equitable relief on the basis that the other parties have an adequate remedy at law.

9.15 Third-Party Beneficiaries. No provision of this Agreement is intended to, nor shall be interpreted to, provide or create any rights, benefits or any other interest of any kind in any third party or create any obligations of the Parties to any third party.

9.16 No Exclusion of Other Remedies. Nothing in this Agreement shall prevent a Party from bringing any action or seeking any remedy with respect to conduct that is beyond the scope of this Agreement. For the avoidance of doubt, Licensee's use of the IANA Intellectual Property for any purpose, or in any manner, that is beyond the scope of the licenses granted under Sections 2.1 and 3.1 hereof shall be considered to fall outside the scope of this Agreement, and Licensor shall be entitled to bring any action or seek any remedy available at law or equity (other than the termination of this Agreement or any other Community License Agreement) with respect to such use without complying with the escalation or dispute resolution provisions of Article 7, and without regard to any limitations of liability or exclusion of damages contained herein.

9.17 Effectiveness. This Agreement will become effective on the date ("Effective Date") that the IANA functions contract between NTIA and ICANN ends or is terminated, provided that date occurs before February 1, 2017. If such ending or termination has not occurred by February 1, 2017, this Agreement shall automatically terminate without further action of the Parties. Except as provided in the preceding sentence, no Party shall have the right to revoke or terminate this Agreement prior to the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____

Name: _____

Title: _____

IETF TRUST

By: _____

Name: _____

Title: Trustee

EXHIBIT A

IANA SERVICE DESCRIPTION

IANA NAMES SERVICE

The IANA Names Service consists of (i) management of the DNS Root Zone; (ii) management of the .INT top-level domain; (iii) maintenance of a repository of internationalized domain name tables and label generation rule sets; and (iv) provision of other services related to the management of .INT top-level domains.

IANA NUMBERS SERVICE

The IANA Numbers Service consists of administration of the IANA Number Registries in accordance with Global Policies and any applicable and mutually acceptable and agreed upon guidelines and procedures, including allocation of Internet Number Resources to RIRs, the management of returned Internet Number Resources, general IANA Number Registries maintenance, and the administration of the unicast portion of the special- purpose "IN-ADDR.ARPA" and "IP6.ARPA" DNS zones, as extensively defined in the Service Level Agreement for the IANA Numbering Services.

IANA PROTOCOL PARAMETER SERVICE

The IANA Protocol Parameter Service consist of (i) assigning and registering Internet protocol parameters as directed by the criteria and procedures specified in RFCs, including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignment, as well as procedures and criteria directed by Supplemental Agreements agreed to between the IETF and the protocol service provider; (ii) registering protocol parameters of interest to the Internet community upon agreement with other parties, provided such protocol parameters do not conflict with those specified under the terms of clause (i), (iii) providing on-line facilities for the public to request Internet protocol parameter assignments; (iii) making available to the public, on-line and free of charge, information about each current assignment, including contact details for the assignee.

EXHIBIT B

LICENSED INTELLECTUAL PROPERTY

LICENSED MARKS

MARK	GOODS AND SERVICES	APP. NO. & DATE	JURISDICTION, REG. NO. & DATE
INTERNET ASSIGNED NUMBERS AUTHORITY	IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101 IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19890101. FIRST USE IN COMMERCE: 19890101	76481499 Jan 10, 2003	U.S. 2764089 Sep 16, 2003
iana Internet Assigned Numbers Authority	IC 035. US 100 101 102. G & S: administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222 IC 042. US 100 101. G & S: providing information in the field of standards and guidelines for the Internet and domain name registration; domain name registry services in the nature of creation of, establishing provisions for and development and maintenance of parameters and guidelines for facilitating Internet communications; and the creation of, establishing provisions for and monitoring and maintenance of top-level domain names or addresses on the Internet. FIRST USE: 19971222. FIRST USE IN COMMERCE: 19971222	76247587 Apr 27, 2001	U.S. 2620519 Sep 17, 2002
IANA	IC 035. US 100 101 102. G & S: Administration, management, and coordination of parameters and guidelines for facilitating Internet communications; and the administration, management, and coordination of domain names or addresses on the internet. FIRST USE:	77310518 Oct 22, 2007	U.S. 3536171 Nov 25, 2008

MARK	GOODS AND SERVICES	APP. NO. & DATE	JURISDICTION, REG. NO. & DATE
	19960200. FIRST USE IN COMMERCE: 19960200 IC 042. US 100 101. G & S: Providing information via the internet in the field of technical standards and guidelines for global computer information networks; creation of and establishing provisions for and development and maintenance of technical parameters and guidelines for facilitating Internet communications; and the creation of, establishing technical provisions for and monitoring and maintenance of domain names or addresses on the Internet. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200		

LICENSED DOMAINS

e-iana.org
eiana.org
iana-servers.com
iana-servers.net
iana-servers.org
iana.com
iana.jobs
iana.net
iana.org
internetassignednumbersauthority.com
internetassignednumbersauthority.net
internetassignednumbersauthority.org

EXHIBIT C

ICANN INTELLECTUAL PROPERTY

ICANN is the sole owner of the trademarks and trade names ICANN and INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, and the registered trademarks set forth below, none of which are confusingly similar to any of the Licensed Marks.

Mark	**Jurisdiction**	**Reg. No.**
ICANN	U.S.	2730991
ICANN	U.S.	2400781
ICANN	U.S.	2517318
ICANN Accredited Registrar	U.S.	2581937

EXHIBIT D

IETF TRUST STYLE REQUIREMENTS

Additional Restrictions

1. The mark shall not be combined to form a composite mark with any other trademark, service mark, certification mark, geographical indication, design or logo that is not licensed hereunder.

2. The mark shall not be altered, modified, shortened, expanded, abbreviated, changed or distorted in any manner.

3. The mark shall not be used in connection with any images, text or other content that is disparaging, defamatory, libelous, obscene, scandalous.

4. The mark shall not be used in any manner to criticize, disparage or demean Licensor or its Affiliates, or their respective trustees, employees or contractors.

5. The mark shall not be used to describe products or services in a generic or descriptive manner. For example, services should always be referred to as “IANA Services” or “IANA Functions”, not as “IANA”. This requirement shall not apply, however, to archived or legacy web pages or documents existing as of the Effective Date.

EXHIBIT E

DOMAIN NAME REGISTRAR REQUIREMENTS

i. For changes to the technical contact information, approval of both the technical and administrative contact is required. The registrant can override the need for the other parties to approve, but only after a period of no more than 10 days.

ii. The name must be configured to renew automatically. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The Licensor shall arrange sufficient funds to ensure renewal is successful. Notices of pending, successful, and failed renewals must go to both technical and administrative contacts.

iii. The name must be set to prohibit registrar transfers. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above. The Licensor shall arrange sufficient funds to ensure renewal is successful. Transfer approval notices must be set to both technical and administrative contacts.

iv. The name must be configured to prohibit deletion. Removal of this setting requires the approval of both administrative and technical contacts, with override only possible by the registrant after the same period as above.

v. The name must be configured to prohibit update. To permit the functions below, removal of this setting requires approval only by one of the administrative or technical contact, with notices going to both contacts.

vi. For changes to DS or NS records to be passed through the registry, such changes can be made entirely by the technical contact, but with notification to the administrative contact.

vii. Optionally, for changes to DS or NS records to be passed through the registry, such changes can be made by the administrative contact only with the approval of the technical contact.