

IANA IPR COMMUNITY AGREEMENT

This IANA IPR Community Agreement (“Agreement”) is entered into effective as of this 30th day of September, 2016, by and among the IETF Trust, a Virginia common law trust (“IETF Trust”) and

the Internet Corporation for Assigned Names and Numbers, on behalf of the Names Community,

AFRINIC Ltd (“AFRINIC”), APNIC Pty Ltd, (“APNIC”), American Registry for Internet Numbers, Ltd (“ARIN”), Latin American and Caribbean Internet Addresses Registry (“LACNIC”), Réseaux IP Européens Network Coordination Centre (“RIPE NCC”) (collectively, the “Number Resource Organization” (“NRO”) or the “Numbers Community”) and

the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation (“Protocol Parameter Community”)

(the Names Community, Numbers Community, and Protocol Parameter Community are each an “Operational Community” and collectively the “Operational Communities”).

ARTICLE 1 DEFINITIONS

- 1.1. AAA: the American Arbitration Association.
- 1.2. Agreement: Has the meaning set forth in the Preamble.
- 1.3. CCG: IANA Community Coordination Group.
- 1.4. CCG Representatives: Has the meaning set forth in Section 2.2.
- 1.5. Effective Date: Has the meaning set forth in Section 7.11.
- 1.6. Encumbrance: Any lien, claim, easement, attachment, option, right to acquire an interest, lease, license, sublease, covenant, charge, security interest, mortgage, pledge, restriction on use, conditional sale or other encumbrance of any kind or nature whatsoever.
- 1.7. IANA Intellectual Property: All rights owned, held or controlled by the IETF Trust throughout the world in the names “Internet Assigned Numbers Authority” and “IANA”, including all associated designs and logos, and all derivatives, variants, combinations and modifications thereof and all Internet domain names including any material portion of any of the foregoing. Without limiting the foregoing, as of the Effective Date the registered trademarks and domain names set forth in Exhibit C are included in the IANA Intellectual Property, as the same may be amended from time to time.
- 1.8. IANA Names Services: Those services so designated in Exhibit A.
- 1.9. IANA Numbers Services: Those services so designated in Exhibit A.
- 1.10. IANA Operators: Has the meaning set forth in Section 3.2.a.
- 1.11. IANA Protocol Parameter Services: Those services so designated in Exhibit A.

- 1.12. IANA Services: The IANA Names Service, IANA Numbers Service, and IANA Protocol Parameter Service, individually or collectively as the context may require.
- 1.13. IANA Trademarks: Those registered and unregistered trademarks, service marks and logos included in the IANA Intellectual Property.
- 1.14. ICANN: the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation.
- 1.15. IETF Trust: Has the meaning set forth in the Preamble.
- 1.16. Initial License Agreement: Has the meaning set forth in Section 3.2.d(iii).
- 1.17. License Agreements: Has the meaning set forth in Section 3.2.a.
- 1.18. 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.
- 1.19. Number Resource Organization or NRO: Has the meaning set forth in the Preamble.
- 1.20. Numbers Community: Has the meaning set forth in the Preamble.
- 1.21. Operational Community or Operational Communities: Has the meaning set forth in the Preamble.
- 1.22. Party: Means the IETF Trust or an Operational Community.
- 1.23. Protocol Parameter Community: Has the meaning set forth in the Preamble.
- 1.24. PTI: Public Technical Identifiers, a California nonprofit public benefit corporation.
- 1.25. Severed Clause: Has the meaning set forth in Section 7.3.

ARTICLE 2 COMMUNITY COORDINATION GROUP

2.1 Formation and Purpose of CCG. The CCG is hereby formed, and shall operate in accordance with the terms set forth below, to provide guidance, advice, and if expressly specified in this Agreement, approvals, to the IETF Trust regarding the stewardship of the IANA Intellectual Property.

2.2 Composition of CCG. The CCG shall be comprised of nine (9) individuals, three (3) appointed by each of the Operational Communities (such nine (9) individuals, the “CCG Representatives”). Each Operational Community shall have the right to change any of its CCG Representatives upon written notice to the other Operational Communities and the IETF Trust. An Operational Community may remove or replace its CCG Representatives at any time and in its sole discretion. The means and procedures by which an Operational Community elects to select, appoint and remove its own CCG Representatives shall be determined solely by that Operational Community and such procedures and compliance therewith are beyond the scope of this Agreement.

2.3 CCG Co-Chairs.

a. Each Operational Community shall appoint one of its CCG Representatives as a co-chair of the CCG. An Operational Community shall have the right to change its CCG co-chair upon written notice to the other Operational Communities and the IETF Trust. An Operational Community may remove or replace its CCG co-chair at any time and in its sole discretion.

b. The CCG co-chairs shall be the IETF Trust’s primary points of contact with the CCG for purposes of this Agreement, and the CCG co-chair appointed by a particular Operational Community shall be the IETF Trust’s primary point of contact with such Operational Community for purposes of this Agreement.

c. The IETF Trust shall be authorized hereunder to treat a communication from the CCG co-chairs collectively as a communication from the CCG as a whole when the communication identifies itself as such, and the IETF Trust shall not be required to make any additional inquiry regarding the authority or validity of instructions or requests made by the co-chairs collectively on behalf of the CCG. Any such communication shall be sent to the CCG Representatives contemporaneously with being sent to the IETF Trust.

d. The IETF Trust shall be authorized hereunder to treat a communication from any CCG co-chair as a communication from that co-chair’s Operational Community when the communication identifies itself as such, and the IETF Trust shall not be required to make any additional inquiry regarding the authority or validity of instructions or requests made by any co-chair on behalf of that co-chair’s Operational Community. Any such communication shall be sent to the CCG Representatives contemporaneously with being sent to the IETF Trust.

e. If the IETF Trust is required under this Agreement, or otherwise elects, to consult with and seek the advice of the CCG with respect to the matters set forth in this Agreement, the IETF Trust will consider in good faith the advice and recommendations provided by the CCG. There is a rebuttable presumption that the IETF Trust will accept the advice and recommendations of the CCG. If the IETF Trust, in its reasonable discretion, determines that it is not advisable to accept such advice or recommendation, it will meet and confer with the CCG to explain the IETF Trust’s rationale for desiring to elect a different course of action, and the CCG and the IETF Trust shall in good faith use reasonable best efforts to come to consensus on a resolution. If the IETF Trust and the CCG are not successful in achieving consensus with respect to the handling of the advice and recommendations of the CCG, the IETF Trust is entitled, without breaching this Agreement, to adopt or implement a position different from such CCG advice or recommendation. To be clear, this Section 2.3(e) does

not supersede the IETF Trust's obligations to the CCG and the Operational Communities under Section 3.2(d), 3.2(e) or Section 3.2(g).

2.4 CCG Operational Procedures. The CCG shall adopt, by consensus, its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, actions taken by the CCG co-chairs (individually or collectively), action taken outside of meetings and the like, at its first meeting, and shall thereafter revise such rules and procedures as permitted thereby. Such procedures shall not constitute a part of this Agreement, and compliance with such procedures shall be beyond the scope of this Agreement. The CCG may invite representatives of the IETF Trust to attend its meetings, but such attendance is not required, or the CCG may request the IETF Trust to appoint a liaison/non-voting ex officio member to the CCG.

ARTICLE 3 STEWARDSHIP OF IANA INTELLECTUAL PROPERTY

3.1 General.

- a. It is acknowledged that the IETF Trust, as owner of the IANA Intellectual Property, has the legal right and obligation to maintain, police, license and enforce the IANA Intellectual Property.
- b. The IETF Trust recognizes the primary interest and concern of the Operational Communities in ensuring reliable and robust IANA Services. Accordingly, to the fullest extent permitted by applicable law, the IETF Trust hereby delegates to each Operational Community the IETF Trust's authority, as the record-owner of the IANA Trademarks, to determine whether the IANA Services provided under the IANA Trademarks are consistent with the standards set forth by such Operational Community (determined directly or indirectly through the applicable service arrangement between the IANA Provider and such Operational Community, or through a specified process of community engagement, feedback, contract and dispute resolution).
- c. The IETF Trust agrees, as set forth below, to seek the advice and counsel, and if expressly specified in this Agreement, the approval, of the CCG or the relevant CCG Representatives, as applicable, with respect to those matters concerning the IANA Intellectual Property that are enumerated below.

3.2 Licenses to IANA Operators.

- a. The IETF Trust shall license the IANA Intellectual Property, including the use of associated domain names, to one or more third party operators selected as described below ("IANA Operators") for use in connection with performing IANA Services under one or more written license agreements ("License Agreements").
- b. The IETF Trust acknowledges that the initial IANA Operator selected by the Operational Communities for each IANA Service is ICANN, which in turn has entered into an agreement with PTI to perform the IANA Services.
- c. For purposes of this Agreement, it is agreed that each Operational Community shall have primary advisory responsibility for its respective IANA Service as follows:

<u>IANA Service</u>	<u>Designated Operational Community</u>
IANA Names Service	Names Community
IANA Numbers Service	Numbers Community
IANA Protocol Parameter Service	Protocol Parameter Community

The IETF Trust acknowledges that each Operational Community may develop specific requirements relating to its designated IANA Service.

d. The CCG co-chair representing an Operational Community shall have the right to notify the IETF Trust that the then-current IANA Operator has failed to comply with the relevant service requirements with respect to such Operational Community’s designated IANA Service, and that the relevant service arrangement between such Operational Community and the IANA Operator has been or will be terminated. In conjunction with such termination, the IETF Trust shall thereafter terminate the associated License Agreement with such IANA Operator with respect to such IANA Services in accordance with the IETF Trust’s termination rights under the applicable License Agreement.

e. Operational Community IANA Operator Request.

(i) Upon the request of an Operational Community, the IETF Trust will attempt in good faith to negotiate a License Agreement with a prospective IANA Operator relating to the Operational Community’s designated IANA Service and based to the greatest extent possible on the Initial License Agreement(s) (or the License Agreement in use immediately prior to such negotiation, if different). The IETF Trust shall consult with the relevant CCG Representatives regarding the terms under negotiation with such prospective IANA Operator and shall act in a manner consistent with the advice of the relevant CCG Representatives. The IETF Trust shall provide the proposed License Agreement to the relevant CCG Representatives. In the event that, after expending good faith efforts for a reasonable period of time, the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement, the IETF Trust, the prospective IANA Operator and the relevant Operational Community shall in good faith enter into non-binding mediation pursuant to the rules of the AAA (or other mutually agreed mediation body with expertise in California law) for a period not to exceed ninety (90) days in order to attempt to come to agreement upon the terms of a License Agreement. Such mediation shall be conducted by teleconference and in-person meetings, and any live meetings shall be held in Washington, DC or another location mutually agreed by IETF Trust, the prospective IANA Operator and the relevant Operational Community. The expenses of the mediator and AAA shall be divided evenly among the IETF Trust, the prospective IANA Operator and the relevant Operational Community. If, following such mediation, the IETF Trust and such prospective IANA Operator are unable to agree upon the terms of a License Agreement, the IETF Trust shall so notify the requesting Operational Community, stating the reasons therefore in reasonable particularity. Under no circumstances shall the IETF Trust be required to enter into a License Agreement that contains terms that are unacceptable to the IETF Trust in its reasonable discretion. In addition, the IETF Trust agrees that it will not enter into or amend a License Agreement or other arrangement with an IANA Operator containing terms relating to the provision of IANA Services without the support

and agreement of each of the CCG Representatives of the affected Operational Communities (as communicated through the applicable CCG co-chairs from such affected Operational Communities).

(ii) The IETF Trust and each Operational Community hereby acknowledge that the License Agreement that the IETF Trust has executed with the initial IANA Operator as of the Effective Date, attached hereto as Exhibit D-1, D-2 or D-3, respectively (the “Initial License Agreements”) is acceptable to it.

f. Each of the Operational Communities may monitor the IANA Operator’s use of the IANA Intellectual Property with respect to its designated IANA Service for the purposes of quality control under the License Agreement and shall promptly notify the IETF Trust of any failures or deficiencies in the quality of service provided by the IANA Operator that would violate such quality control provisions.

g. In the event that the IETF Trust believes that an IANA Operator has materially breached its License Agreement with respect to the IANA Intellectual Property, the IETF Trust shall consult with the relevant Operational Community (through its CCG co-chair) regarding an appropriate course of action, including potential termination of such License Agreement. However, the IETF Trust is not entitled to, and shall not, terminate a License Agreement except pursuant to the terms and conditions of that License Agreement.

3.3 Maintenance of IANA Intellectual Property. The IETF Trust agrees that it shall hold, prosecute applications for, maintain, and renew registrations on the IANA Intellectual Property in accordance with best practices in the intellectual property management field, and specifically agrees that it shall prosecute, maintain and renew existing applications and registrations for IANA Intellectual Property that are in process or existence as of the Effective Date. The IETF Trust further shall seek new registrations of the IANA Intellectual Property trademarks in additional territories and classes of goods and services, and additional domain name registrations, based on the IANA Intellectual Property, as requested by the CCG, provided that if such additional registrations will require the expenditure of significant funds, the CCG shall also arrange for the funding of such additional registrations in connection with making such request. With respect to the Internet domain names constituting part of the IANA Intellectual Property, the IETF Trust shall ensure that the registrars selected for such domain names meet the requirements set forth in Exhibit B.

3.4 Policing and Enforcement of IANA Intellectual Property. The IETF Trust shall actively police and monitor third party uses of the IANA Intellectual Property that might constitute infringement, misappropriation or dilution of the IANA Intellectual Property in accordance with its current practices and in a manner consistent with practices in the intellectual property management field utilized for intellectual property of similar kind and value. Each Party shall notify the other Parties of any suspected or threatened third party infringement, misappropriation or dilution of the IANA Intellectual Property that comes to its attention. It is acknowledged by the Parties that, as between the CCG and the Operational Communities, on the one hand, and the IETF Trust, on the other hand, the IETF Trust has the legal right to enforce the IANA Intellectual Property against third parties, and shall at all times act consistently with its obligations under this Agreement in doing so. The IETF Trust will consult with and seek the advice and recommendations of the CCG prior to initiating any enforcement action against a third party regarding the IANA Intellectual

Property, and may bring any such enforcement action when it determines that such enforcement is warranted in its reasonable discretion. The allocation of any damage awards or other recoveries resulting from such enforcement actions shall be as set forth in the applicable License Agreement.

ARTICLE 4 OWNERSHIP

4.1 Acknowledgement. Each of the Operational Communities hereby acknowledges that the IETF Trust is the owner of the IANA Intellectual Property and all goodwill therein and arising from its use, and that nothing in this Agreement or otherwise grants any Operational Community any ownership or license right in or to any such IANA Intellectual Property.

4.2 Encumbrances and Transfer. Except as contemplated by this Agreement and the License Agreements, the IETF Trust shall not sell, lease (as lessor), transfer or otherwise dispose of, or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on, in whole or in part, any of the IANA Intellectual Property without the prior written approval of the CCG, which shall not be unreasonably withheld.

4.3 Restrictions. Each Operational Community agrees that it shall not (a) register or reserve any name, mark, logo, word or design that is confusingly similar to any IANA Intellectual Property as a trademark, service mark, certification mark, trade name, domain name or search term in any jurisdiction in the world, (b) challenge the IETF Trust's ownership of or the validity of the IANA Intellectual Property, any application for registration or registration thereof or any rights of the IETF Trust therein; (c) commit any act that is likely to invalidate or impair any IANA Intellectual Property; or (d) use, suffer or permit the use of any IANA Intellectual Property in any manner that would tend to devalue, injure, demean or dilute the goodwill or reputation of the IETF Trust or the IANA Intellectual Property.

4.4 Covenant. Upon the request of any Operational Community or the CCG, the IETF Trust agrees that it will act expeditiously and in good faith to seek from the IETF approval of an amendment to the governing documents of the IETF Trust to permit transfer of the IANA Intellectual Property, only, to a third party in the event of (a) a material breach (e.g. a breach of Section 3.2(g), or two or more failures in breach of this Agreement to consider in good faith the advice and counsel of the CCG on applicable matters) of this Agreement that remains uncured after a reasonable dispute resolution process has been completed, or (b) the dissolution or liquidation of the IETF Trust, a petition for bankruptcy filed by the IETF Trust, or the entry of a judgment declaring bankruptcy against the IETF Trust (but excluding the filing of a petition in bankruptcy by a creditor or other third party which has not resulted in a judicial determination of bankruptcy or any statutory insolvency that has not been subject to a judicial proceeding in bankruptcy). The Operational Communities acknowledge that the IETF Trust cannot guarantee that it will obtain approval from the IETF for such amendment. However, if such approval is obtained, the IETF Trust and the Operational Communities will negotiate promptly and in good faith an amendment to this Agreement to give effect to this Section 4.4 and the terms of such IETF approval. The Parties acknowledge that terms that could be appropriate to include in an amendment of this Section 4.4 would include guidance relating to the future stewardship of the IANA Intellectual Property, including the principles of holding the IANA Intellectual Property for the benefit of the Operational Communities and supporting the Operational Communities' ongoing primary interest and concern in ensuring the reliable and robust IANA Services.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. This Agreement shall remain in effect from the Effective Date until terminated by mutual agreement of the IETF Trust and all Operational Communities that are parties to this Agreement at such time, or until such time as the IETF Trust no longer owns the IANA Intellectual Property.

5.2 Withdrawal of an Operational Community. In addition to termination of this Agreement as a whole, an Operational Community may, upon sixty (60) days prior written notice to the other Parties, withdraw from this Agreement and thereby terminate this Agreement with respect to itself only. This Agreement shall be modified to reflect the withdrawal of such withdrawing Operational Community, including, if applicable, by reducing the size of the CCG correspondingly, for example, from nine (9) to six (6) members or by reflecting the replacement or substitute of a new entity or organization as the signing Party representing the affected Names Community, Number Community or Protocol Parameter Community, as the case may be.

5.3 Effects of Termination. The provisions of Articles 4, 6 and 7 of this Agreement shall survive any termination hereof in accordance with their terms.

ARTICLE 6 LIABILITY

6.1 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.

6.2 Limitation of Damages. Each Party's total monetary liability hereunder to any other Party, whether in contract, in tort or otherwise (including breach or warranty, negligence, and strict liability in tort) shall be limited to an amount equal to One Thousand U.S. Dollars (\$1,000).

6.3 Specific Performance. Each Party recognizes that monetary damages are likely to be an inadequate remedy for breaches under this Agreement, and that any Party is entitled to seek (without posting a bond or other collateral) remedies of specific performance or equitable relief, including, in respect of a material breach by the IETF Trust, the judicially imposed remedy of divestment of ownership of the IANA Intellectual Property.

6.4. No Liability for Operator Actions. No Party shall be liable hereunder for any action (including any action prohibited under Section 4.3) that is taken by an IANA Operator independently of such Party.

6.5 Joint and Several Liability of the NRO. An obligation or a liability assumed by the NRO in this Agreement binds each NRO member jointly, and each of them severally. The NRO can only exercise its rights and/or powers under this Agreement by acting collectively and unanimously. A right conferred on the NRO in this Agreement benefits the NRO jointly, and each member of the NRO individually.

ARTICLE 7 GENERAL PROVISIONS

7.1 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.

7.2 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:

If to the OPERATIONAL COMMUNITIES

NAMES COMMUNITY:

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

NUMBERS COMMUNITY:

AFRINIC Ltd
11th Floor
Standard Chartered Tower
Cybercity Ebene
Mauritius

APNIC Pty Ltd, for the Asia Pacific Network Information Centre
6 Cordelia Street
South Brisbane
Queensland, 4101, Australia

American Registry for Internet Numbers, Ltd
3635 Concorde Parkway, Suite 200
Chantilly, VA 20151-1125 USA

Latin American and Caribbean Internet Addresses Registry
Rambla República de México 6125 CP 11400, Montevideo, Uruguay

Réseaux IP Européens Network Coordination Centre
Singel 258
1016 AB Amsterdam, The Netherlands

PROTOCOL PARAMETER COMMUNITY:

Internet Engineering Task Force

1775 Wiehle Ave.
Suite 201
Reston, VA 20190 USA

IETF TRUST:
IETF Trust
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 Parties pursuant to this Agreement.

7.3 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 hereto agree that this Agreement is intended to endure except for the Severed Clause. The Parties shall consult and use their best 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.

7.4 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.

7.5 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.

7.6 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 Parties.

7.7 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.

7.8 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 any other Party, nor shall any Party have the right or authority to assume, create, or incur any 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.

7.9 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.

7.10 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.

7.11 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 ON BEHALF OF THE NAMES COMMUNITY

By:  _____

Name: Goran Markov

Title: President & CEO

AFRNIC LTD.

By: _____

Name: _____

Title: _____

APNIC PTY LTD.

By: _____

Name: _____

Title: _____

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

By: _____

Name: _____

Title: _____

LATIN AMERICAN AND CARIBBEAN INTERNET ADDRESSES REGISTRY

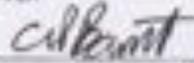
By: _____

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 ON BEHALF OF THE NAMES COMMUNITY

By: _____
Name: _____
Title: _____

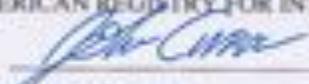
AFRNIC LTD.

By: 
Name: Alan Barrett
Title: Chief Executive Officer

APNIC PTY LTD.

By: 
Name: Paul Wilson
Title: Director General

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.

By: 
Name: John Curran
Title: Chief Executive Officer

LATIN AMERICAN AND CARIBBEAN INTERNET ADDRESSES REGISTRY

By: 



Name: Cesar Robles-Garay
Title: CEO / Director general

RÉSEAUX IP EUROPÉENS NETWORK COORDINATION CENTRE

By:  Arno Paavik
Name: _____
Title: MANAGING DIRECTOR

INTERNET SOCIETY DIVA INTERNET ENGINEERING TASK FORCE

By: _____
Name: _____
Title: _____

IETF TRUST

By: _____
Name: _____
Title: Trustee

Name: _____

Title: _____

RÉSEAUX IP EUROPÉENS NETWORK COORDINATION CENTRE

By: _____

Name: _____

Title: _____

INTERNET SOCIETY D/B/A INTERNET ENGINEERING TASK FORCE

By: Gregory M. Kasper

Name: G. M. Kasper

Title: Chief Financial Officer

IETF TRUST

By: _____

Name: _____

Title: Trustee

Name: _____

Title: _____

RÉSEAUX IP EUROPÉENS NETWORK COORDINATION CENTRE

By: _____

Name: _____

Title: _____

INTERNET SOCIETY D/B/A INTERNET ENGINEERING TASK FORCE

By: _____

Name: _____

Title: _____

IETF TRUST

By:  _____

Name: Tobias Gondrom

Title: Trustee

EXHIBIT A

IANA SERVICE DESCRIPTIONS

IANA NAMES SERVICE

The IANA Names Service consists of (a) management of the DNS Root Zone; (b) management of the .INT top-level domain; (c) maintenance of a repository of internationalized domain name tables and label generation rule sets; and (d) 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

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 IETF Trust 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 IETF Trust 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.

EXHIBIT C

TRADEMARKS

MARK	GOODS AND SERVICES	APP. NO. & DATE	REG. NO. & DATE
INTERNET ASSIGNED NUMBERS AUTHORITY	<p>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</p> <p>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</p>	<p>76481499 Jan 10, 2003</p>	<p>2764089 Sep 16, 2003</p>
	<p>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</p> <p>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</p>	<p>76247587 Apr 27, 2001</p>	<p>2620519 Sep 17, 2002</p>
IANA	<p>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: 19960200. FIRST USE IN COMMERCE: 19960200</p> <p>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</p>	<p>77310518 Oct 22, 2007</p>	<p>3536171 Nov 25, 2008</p>

MARK	GOODS AND SERVICES	APP. NO. & DATE	REG. NO. & DATE
	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		

DOMAIN NAMES

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 D-1

FORM OF INITIAL IANA IPR LICENSE AGREEMENT: NAMES

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 nonprofit 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 materially 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	<p>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</p> <p>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</p>	<p>76481499</p> <p>Jan 10, 2003</p>	<p>U.S.</p> <p>2764089</p> <p>Sep 16, 2003</p>
	<p>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</p> <p>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</p>	<p>76247587</p> <p>Apr 27, 2001</p>	<p>U.S.</p> <p>2620519</p> <p>Sep 17, 2002</p>
IANA	<p>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:</p>	<p>77310518</p> <p>Oct 22, 2007</p>	<p>U.S.</p> <p>3536171</p> <p>Nov 25, 2008</p>

MARK	GOODS AND SERVICES	APP. NO. & DATE	JURISDICTION, REG. NO. & DATE
	<p>19960200. FIRST USE IN COMMERCE: 19960200</p> <p>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</p>		

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
	U.S.	2517318
	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

- viii. 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.
- ix. 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.
- x. 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.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.

EXHIBIT D-2

FORM OF INITIAL IANA IPR LICENSE AGREEMENT: NUMBERS

IANA IPR LICENSE AGREEMENT

FOR IANA NUMBERS 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

- 1.39 AAA: The American Arbitration Association.
- 1.40 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 nonprofit corporation, is not an Affiliate of the Licensor, and (ii) PTI is an Affiliate of the Licensee.
- 1.41 Agreement: Has the meaning set forth in the Preamble.
- 1.42 Alleging Party: Has the meaning set forth in Section 7.1.
- 1.43 Breaching Party: Has the meaning set forth in Section 7.1.
- 1.44 CCG: The IANA Community Coordination Group formed under the Community Agreement.
- 1.45 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.
- 1.46 Community License Agreements: Means this Agreement and the other license agreements between Licensee and Licensor relating to the IANA Services.
- 1.47 Consultation Period: Has the meaning set forth in Section 7.3.

- 1.48 Cure Period: Has the meaning set forth in Section 7.2.
- 1.49 Effective Date: Has the meaning set forth in Section 9.17.
- 1.50 IANA Intellectual Property: The Licensed Domains and Licensed Marks, collectively or individually as the context may require.
- 1.51 IANA Services: Those services described in Exhibit A.
- 1.52 ICANN: Has the meaning set forth in the Preamble.
- 1.53 IETF: The Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation.
- 1.54 Indemnification Notice: Has the meaning set forth in Section 5.3(a).
- 1.55 Indemnified Party: Has the meaning set forth in Section 5.3(a).
- 1.56 Indemnifying Party: Has the meaning set forth in Section 5.3(a).
- 1.57 Liability: Has the meaning set forth in Section 5.1.
- 1.58 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.
- 1.59 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.
- 1.60 Licensee: Has the meaning set forth in the Preamble.
- 1.61 Licensor: Has the meaning set forth in the Preamble.
- 1.62 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.
- 1.63 Numbers Community: The Numbers Resource Organization.
- 1.64 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.

- 1.65 Operational Communities: The Names Community, the Numbers Community, and the Protocol Parameter Community, collectively or individually as the context may require.
- 1.66 Party or Parties: Has the meaning set forth in the Preamble.
- 1.67 Protocol Parameter Community: IETF.
- 1.68 PTI: Public Technical Identifiers, a California nonprofit public benefit corporation.
- 1.69 Relevant Community: Numbers Community.
- 1.70 Relevant IANA Services: The IANA Service associated with the Relevant Community.
- 1.71 Service Agreement: the Service Level Agreement for the IANA Numbering Services.
- 1.72 Severed Clause: Has the meaning set forth in Section 8.3.
- 1.73 Style Requirements: Has the meaning set forth in Section 2.3.
- 1.74 Term: Has the meaning set forth in Section 6.1.
- 1.75 Third Party Claim: Has the meaning set forth in Section 5(a).
- 1.76 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 Relevant Community certifies in writing to Licensor (with a copy to Licensee) that (i) the Service Agreement has validly expired or has been validly terminated in each case in accordance with its terms, and (ii) Licensee and its Affiliates are no longer authorized by the Relevant Community to perform or oversee the performance of the IANA Number Services, 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 materially 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	<p>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</p> <p>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</p>	<p>76481499 Jan 10, 2003</p>	<p>U.S. 2764089 Sep 16, 2003</p>
	<p>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</p> <p>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</p>	<p>76247587 Apr 27, 2001</p>	<p>U.S. 2620519 Sep 17, 2002</p>
IANA	<p>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:</p>	<p>77310518 Oct 22, 2007</p>	<p>U.S. 3536171 Nov 25, 2008</p>

MARK	GOODS AND SERVICES	APP. NO. & DATE	JURISDICTION, REG. NO. & DATE
	<p>19960200. FIRST USE IN COMMERCE: 19960200</p> <p>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</p>		

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
	U.S.	2517318
	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

- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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.
- xx. 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.
- xxi. 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.

EXHIBIT D-3

FORM OF INITIAL IANA IPR LICENSE AGREEMENT: PROTOCOL PARAMETER

IANA IPR LICENSE AGREEMENT

FOR IANA PROTOCOL PARAMETER 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

- 1.77 AAA: The American Arbitration Association.
- 1.78 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 nonprofit corporation, is not an Affiliate of the Licensor, and (ii) PTI is an Affiliate of the Licensee.
- 1.79 Agreement: Has the meaning set forth in the Preamble.
- 1.80 Alleging Party: Has the meaning set forth in Section 7.1.
- 1.81 Breaching Party: Has the meaning set forth in Section 7.1.
- 1.82 CCG: The IANA Community Coordination Group formed under the Community Agreement.
- 1.83 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.
- 1.84 Community License Agreements: Means this Agreement and the other license agreements between Licensee and Licensor relating to the IANA Services.
- 1.85 Consultation Period: Has the meaning set forth in Section 7.3.

- 1.86 Cure Period: Has the meaning set forth in Section 7.2.
- 1.87 Effective Date: Has the meaning set forth in Section 9.17.
- 1.88 IANA Intellectual Property: The Licensed Domains and Licensed Marks, collectively or individually as the context may require.
- 1.89 IANA Services: Those services described in Exhibit A.
- 1.90 ICANN: Has the meaning set forth in the Preamble.
- 1.91 IETF: The Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation.
- 1.92 Indemnification Notice: Has the meaning set forth in Section 5.3(a).
- 1.93 Indemnified Party: Has the meaning set forth in Section 5.3(a).
- 1.94 Indemnifying Party: Has the meaning set forth in Section 5.3(a).
- 1.95 Liability: Has the meaning set forth in Section 5.1.
- 1.96 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.
- 1.97 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.
- 1.98 Licensee: Has the meaning set forth in the Preamble.
- 1.99 Licensor: Has the meaning set forth in the Preamble.
- 1.100 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.
- 1.101 Numbers Community: The Numbers Resource Organization.
- 1.102 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.

- 1.103 Operational Communities: The Names Community, the Numbers Community, and the Protocol Parameter Community, collectively or individually as the context may require.
- 1.104 Party or Parties: Has the meaning set forth in the Preamble.
- 1.105 Protocol Parameter Community: IETF.
- 1.106 PTI: Public Technical Identifiers, a California nonprofit public benefit corporation.
- 1.107 Relevant Community: Protocol Parameter Community.
- 1.108 Relevant IANA Services: The IANA Service associated with the Relevant Community.
- 1.109 Service Agreement: the 2016 ICANN-IETF MoU Supplemental Agreement.
- 1.110 Severed Clause: Has the meaning set forth in Section 8.3.
- 1.111 Style Requirements: Has the meaning set forth in Section 2.3.
- 1.112 Term: Has the meaning set forth in Section 6.1.
- 1.113 Third Party Claim: Has the meaning set forth in Section 5(a).
- 1.114 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 Relevant Community certifies in writing to Licensor (with a copy to Licensee) that (i) the Service Agreement has validly expired or has been validly terminated in each case in accordance with its terms, and (ii) Licensee and its Affiliates are no longer authorized by the Relevant Community to perform or oversee the performance of the IANA Protocol Parameter Services, 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 materially 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	<p>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</p> <p>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</p>	76481499 Jan 10, 2003	U.S. 2764089 Sep 16, 2003
	<p>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</p> <p>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</p>	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
	<p>19960200. FIRST USE IN COMMERCE: 19960200</p> <p>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</p>		

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
	U.S.	2517318
	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

- xxii. 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.
- xxiii. 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.
- xxiv. 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.
- xxv. 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.
- xxvi. 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.
- xxvii. 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.
- xxviii. 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.