

# **EXHIBIT A**

## New sTLD Application

### Part A. Explanatory Notes

15 December 2003

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The sTLD Application period has closed as of 16 March 2004 23:59 UTC.

#### EXPLANATORY NOTES

This Request for Proposal (RFP) is being issued by ICANN to solicit applications for new sponsored Top Level Domains (sTLDs). It is issued in response to a directive to ICANN staff by the ICANN Board of Directors. The authorizing resolution can be found at <http://www.icann.org/announcements/advisory-31oct03.htm>.

This information provides instructions for completing the application forms and identifies what information must be included in response to the selection criteria.

In order to assist applicants and to standardize the type of information submitted to ICANN, there are six parts to the application materials.

1. Part A - Explanatory Notes and Selection Criteria
2. Part B - Application Form
3. Part C - Business Plan
4. Part D - Financial Model
5. Part E - Technical Specification
6. Part F - Application Checklist

Applicants must read the selection criteria carefully and structure their responses according to the instructions for each section. The selection procedure is based on principles of objectivity, non-discrimination and transparency. An independent team of evaluators will perform the evaluation process. The evaluation team will make recommendations about the preferred applications, if any applications are successful in meeting the selection criteria.

Based on the evaluator's recommendations, ICANN staff will proceed with contract negotiations and develop an agreement reflecting the commercial and technical terms to be agreed, although such terms may be subject to further amendment, as appropriate.

ICANN will negotiate specific terms and conditions with each Registry Operator. As a guide, applicants can use existing sTLD and gTLD accreditation standards and past sTLD and gTLD agreements to understand the general direction for the implementation of new sTLDs.

#### Confidentiality

In the interests of balancing commercial confidentiality with open and transparent processes, only Part B - Application Form will be publicly available. Parts C, D & E will remain confidential to the independent evaluators and ICANN. This will enable applicants to provide full and complete information about their applications. ICANN will release this partial application information when it is appropriate to seek public comment. A more detailed timeline is found below.

### **Responses to Request for Proposal**

It is important that applications comply with the application process set out in the RFP documents. It is unnecessary for applications to be complicated or to include company brochures and promotional material. Applications must address all the selection criteria. There must be a response in all of the application form fields. If an application form field is not applicable, please type "n/a".

It is possible for applicants to fill out the application form and revise the form before final submission. Please ensure that the applicant user name and password is retained. This enables applicants to access their data throughout the application period. Once the form is completed, press the "finalize" button to submit the application to ICANN.

### **Application Fee**

At least five business days before submitting this application, the applicant must send US\$45,000 by wire transfer to:

Internet Corporation for Assigned Names and Numbers  
Account number 09142-07182  
Routing indicator 121000358  
SWIFT Code BofAUS3N  
Bank of America Branch 0914  
4754 Admiralty Way  
Marina del Rey, CA 90292 USA  
Telephone +1 310 247 2080

The wire transfer receipt number must be included in the application form.

### **Proposal Lodgement**

All proposals must be lodged electronically by 23:59, UTC, Tuesday 16 March 2004. Hard copies must be mailed or couriered within two business days. All proposals are submitted electronically to ICANN's secure server through the on-line application process.

The applicant (or, if there are multiple applicants, each applicant) understands and agrees that the \$US45,000 is only an application fee to obtain consideration of this application; that the fee will not be refunded or returned in any circumstances; that there is no understanding, assurance, or agreement that this application will be selected; or that establishment of an sTLD as sought in this application will be the result. The applicant (or, if there are multiple applicants, each applicant) understands and acknowledges that ICANN has the right to reject all applications for new sponsored top-level domains that it receives and that there is no assurance that any additional sponsored top-level domains will be created. The decision as to whether to proceed with further review and consideration of applications submitted for the purpose of establishing one or more new sTLDs is entirely at ICANN's discretion.

You will be presented with an acknowledgement of your submission and a complete application document. Please print and sign this document and submit it to ICANN in hard copy form. The document must be signed by the applicant's authorized representative. Please keep a copy for your own records. In the event of a discrepancy between the electronic and hard copy forms, the electronic copy will prevail. The address to which applications must be sent is:

Internet Corporation for Assigned Names and Numbers (ICANN)  
4676 Admiralty Way, Suite 330  
Marina del Rey, CA 90292-6601  
USA

### Multiple sTLDs

In the event multiple related TLD strings are proposed in this application (up to three may be proposed, ranked in order of preference), the applicant (or, if there are multiple applicants, each applicant) understands (a) that all parts of the application must apply, without significant variation, to all three strings and (b) that, if ICANN and its evaluators determine in their sole discretion that one or more parts of the application submission materials apply to different proposed TLD strings in a significantly different manner, the applicant may be required to elect which of the strings to pursue in this application.

### Non-Compliant Proposals

Any proposal is rendered non-compliant if:

- The submission deadline is missed. Late proposals will not be accepted.
- The proposal forms have not been fully completed in all respects. ICANN will not accept application materials after the application deadline.
- The non-refundable \$US45,000 application fee has not been paid prior to submission of the application.

### Probity and Conflict of Interest

Proposals will be assessed by an independent evaluation panel. During the application process, applicants must not approach or have anyone else approach on their behalf, any member of the ICANN Staff, the ICANN Board or any person associated with the proposal process including the independent evaluators with respect to the Request for Proposal.

### Questions and Answers

During the application process, questions regarding the new sTLD application process may be sent to (question period closed). To help provide all applicants with equitable access to information about the process as they prepare their applications, a question period opens at 11:59 UTC 15 December 2003 and closes at 5 March 2004 at 23:59 UTC. All requests to ICANN for information about the process or issues arising in preparation of an application must be submitted in written form (preferably by e-mail). During this period, applicant requests for personal or telephone consultations regarding these matters will not be granted. **Note: due to widespread interest, the question period deadline has been extended to 5 March 2004.**

**Note: Public comments period on Part B has changed.**

Ordinarily, any substantive responses to written questions submitted during the application period will be posted on the ICANN website. Those sending questions must take this into account when framing their questions.

### Timeline

15 December 2003 - Request for Proposal documents available

15 December 2003 - Question period opens

5 March 2004 23:59 UTC - Question Period ends

10 March 2004 11:59 UTC - Application Fee cut off date

16 March 2004 23:59 UTC - Request for Proposal applications close

1 April 2004 11:59 UTC - Public Comment opens on Part B - Application Form

30 April 2004 11:59 UTC - Public Comment closes on Part B - Application Form

Proposal evaluations will be conducted by an independent evaluation team as expeditiously as possible. Further dates will be announced after the 2-6 March 2004 ICANN meeting.

## SELECTION CRITERIA

The following criteria will be used in the evaluation of all proposals received. They are designed as objective criteria to enable the independent evaluators to determine which applications best meet ICANN's requirements under the Request for Proposal.

## SPONSORSHIP INFORMATION

### A. Definition of Sponsored TLD Community

The proposed sTLD must address the needs and interests of a clearly defined community (the Sponsored TLD Community), which can benefit from the establishment of a TLD operating in a policy formulation environment in which the community would participate.

Applicants must demonstrate that the Sponsored TLD Community is:

- Precisely defined, so it can readily be determined which persons or entities make up that community; and
- Comprised of persons that have needs and interests in common but which are differentiated from those of the general global Internet community.

### B. Evidence of support from the Sponsoring Organization

Applicants must:

- Provide evidence of support for your application from your sponsoring organization; and
- Provide the name and contact information within the sponsoring organization

### C. Appropriateness of the Sponsoring Organization and the policy formulation environment

Applicants must provide an explanation of the Sponsoring Organization's policy-formulation procedures demonstrating:

- Operates primarily in the interests of the Sponsored TLD Community;
- Has a clearly defined delegated policy-formulation role and is appropriate to the needs of the Sponsored TLD Community; and
- Has defined mechanisms to ensure that approved policies are primarily in the interests of the Sponsored TLD Community and the public interest.

The scope of delegation of the policy formulation role need not be (and is not) uniform for all sTLDs, but is tailored to meet the particular needs of the defined Sponsored TLD Community and the characteristics of the policy formulation environment.

### D. Level of support from the Community

A key requirement of a sTLD proposal is that it demonstrates broad-based support from the community it is intended to represent.

Applicants must demonstrate that there is:

- Evidence of broad-based support from the Sponsored TLD Community for the sTLD, for the Sponsoring Organization, and for the proposed policy-formulation process; and
- An outreach program that illustrates the Sponsoring Organization's capacity to represent a wide range of interests within the community.

## **BUSINESS PLAN INFORMATION**

Part C - Business Plan and Part D - Financial Model are the two key areas where detailed information needs to be provided by applicants. Part C - Business Plan must demonstrate the applicant's methodology for introducing a new sTLD and the ability of the organization to implement a robust and appropriately resourced organization. Part D - Financial Model requires applicants to outline the financial, technical and operational capabilities of the organization.

### **A. Part C - Business Plan**

The business plan needs to include, at a minimum, the following elements:

- a) Staffing including key personnel and operational capability
- b) Marketing plan
- c) Registrar arrangements
- d) Fee structure
- e) Technical resources
- f) Uniqueness of application
- g) Engagement with and commitment to the Sponsoring Organisation

### **B. Part D - Financial Model**

In Part D - Financial Model, the associated spreadsheet must be used to complete the financial proposal in addition to the provision of detailed cost justifications.

## **TECHNICAL STANDARDS**

### **A. Evidence of ability to ensure stable registry operation**

The overarching concern in the introduction of any new TLD is to ensure that it does not affect the stability and integrity of the domain name system (DNS). It is important to ensure that the new registry will perform reliably and continuously. In addition, it must operate in compliance with current and future technical standards. Provisions must be made to ensure continuity of operation in the face of any business or other catastrophic failure of the registry operator, where the registry operator is no longer able to fulfill its obligations to provide registry operations services.

Applicants must demonstrate in Part E - Technical Specification that the applicant has access to adequate resources and has developed adequate plans to ensure that the registry will be operated reliably and continuously, with adequate provision to protect against operational failure.

**B. Evidence of ability to ensure that the registry conforms with best practice technical standards for registry operations**

Applicants must demonstrate that the registry will operate at a performance level commensurate with existing gTLD standards. Applicants can use existing ICANN registry accreditation standards as a guide to minimum standards.

**C. Evidence of a full range of registry services**

Registrants and ICANN-accredited registrars depend on reliable and comprehensive registry services. Applicants must demonstrate that they can provide:

- A full range of essential services, with consideration being given to additional, diversified services appropriate to the sTLD's charter; and
- High-quality services offered at reasonable cost.

**D. Assurance of continuity of registry operation in the event of business failure of the proposed registry**

Applicants must provide for adequate assurance of continuity of registry operations in the event of business failure of the proposed registry. Although provision for escrow of registry data is required, that in itself does not satisfy the requirement. The applicant must either:

- in addition to regular escrow of registry data with ICANN, satisfy expectations of continuity by providing a detailed and satisfactory business plan;

or

- present a realistic and satisfactory alternative for ensuring continuity of registry operation in the event of business failure of the proposed registry. This requirement can, for example, be met if the applicant demonstrates commitment from an existing registry operator with whom ICANN already has an agreement. The existing registry operator must be operating at a high level of performance, in addition to stating that it will assume responsibility for the operation of the sTLD registry in the event of business failure.

**COMMUNITY VALUE****A. Addition of new value to the Internet name space**

Applicants must demonstrate the value that will be added to the Internet name space by launching the proposed sTLD by considering the following objectives:

- **Name value**

A top-level sTLD name must be of broad significance and must establish clear and lasting value. The name must be appropriate to the defined community. Applicants must demonstrate that their proposal:

- Categorizes a broad and lasting field of human, institutional, or social endeavor or activity;
- Represents an endeavor or activity that has importance across multiple geographic regions;
- Has lasting value; and
- Is appropriate to the scope of the proposed Sponsored TLD Community

- **Enhanced diversity of the Internet name space**

The proposed new sTLD must create a new and clearly differentiated space, and satisfy needs that cannot be readily met through the existing TLDs. One purpose of creating new TLDs is to enhance competition in registry services and applicants must demonstrate that their proposal:

- Is clearly differentiated from existing TLDs;
  - Meets needs that cannot reasonably be met in existing TLDs at the second level;
  - Attracts new supplier and user communities to the Internet and delivers choice to end users; and
  - Enhances competition in domain-name registration services, including competition with existing TLD registries.
- **Enrichment of broad global communities**

One of the reasons for launching new sTLDs is to introduce sTLDs with broad geographic and demographic impact.

Significant consideration will be given to sTLDs that serve larger user communities and attract a greater number of registrants. Consideration will also be given to those proposed sTLDs whose charters have relatively broader functional scope.

#### **B. Protecting the rights of others**

New sTLD registries will be responsible for creating policies and practices that minimize abusive registration activities and other activities that affect the legal rights of others.

sTLD registries are required to implement safeguards against allowing unqualified registrations, and to ensure compliance with other ICANN policies designed to protect the rights of others.

#### **C. Assurance of charter-compliant registrations and avoidance of abusive registration practices**

Operators of sTLDs must implement safeguards to ensure that non-compliant applicants cannot register domain names. Applicants must demonstrate that their proposals address and include precise measures that:

- Discourage registration of domain names that infringe intellectual property rights;
- Ensure that only charter-compliant persons or entities (that is, legitimate members of the Sponsored TLD Community) are able to register domain names in the proposed new sTLD;
- Reserve specific names to prevent inappropriate name registrations;
- Minimize abusive registrations;
- Comply with applicable trademark and anti-cybersquatting legislation; and
- Provide protections (other than exceptions that may be applicable during the start-up period) for famous name and trademark owners.

#### **D. Assurance of adequate dispute-resolution mechanisms**

All gTLD registries must adhere to the ICANN Uniform Dispute Resolution Policy (UDRP). Particular dispute resolution mechanisms are implemented to support situations such as priority of acceptance of applicants in competition for the same name during start-up periods.

Applicants must demonstrate that their proposal will:

- Implement the ICANN UDRP; and
- Where applicable, supplement the UDRP with policies or procedures that apply to the particular characteristics of the sTLD.



#### **E. Provision of ICANN-policy compliant WHOIS service**

All existing gTLD registries must provide accessible WHOIS database services to give legitimate information about registrants for purposes that comply with ICANN policies.

Applicants must include an explanation of how they plan to develop and implement a complete, up-to-date, reliable, and accessible WHOIS database of all registrations in the sTLD. The WHOIS database must also be compliant with ICANN policies. The implementation of such WHOIS policies must comply with emerging ICANN privacy policies in this area, if and when they become approved.

#### **COMPLIANT APPLICATION REQUIREMENT**

The application must comply fully with all requests for information in the following parts of the Request for Proposal documentation. No supplementary information will be accepted unless specifically requested by ICANN to assist the independent evaluators.

## New sTLD Application

### Part B. Application Form

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#### **Name and Address fields**

*Provide your full legal name, principal address, telephone and fax numbers, and e-mail address of the sponsoring organization. Additionally, you will need to provide your Application Fee Receipt Number. If you Sponsoring Organization is not yet formed, every one of the persons proposed to be directors and officers of the organization should be included in the section below for Initial Directors, Officers and other Staff.*

#### **Sponsoring Organization Information**

The purpose of this section is to describe the motivation for the proposed new sTLD and expected sTLD Community. It also enables applicants to provide background and an overview of the Sponsoring Organization, the proposed policy-making methodology and the requested delegation of policy authority from ICANN.

#### **Namestrings and Conventions**

##### **Choice 1 | Choice 2 | Choice 3**

Please identify the TLD string(s) you are proposing. You may propose up to three related strings to be ranked in the order of preference. Along with each string, describe the naming conventions and structure within the TLD. For example, will registrants have names registered at the second level (directly under the TLD, as in registered-name.com), or will the TLD be organized with sub-domains so that registered domain names are created at a lower level (as in registered-name.widget.com)?

#### **Sponsoring Organization Structure**

Although applicants that have not yet formed the sponsoring organization may not be in a position to provide as much detail as those who have, every effort should be made to provide as much detail as possible. The ability for the evaluators to understand the proposed sponsoring organization is critical in the evaluation of the Sponsoring Organization and structure.

Provide a description of the structure and nature of the Sponsoring Organization and the manner in which that organization will conduct its operations, including policy-formulation activities.

Provide a brief description of the functions and mission of the organization, definition of community to be served, method of ensuring operation in the interest of the stakeholders of the community to be served and the Internet at large.

#### **Appropriateness of Sponsored TLD Community**

Please provide detail on the community to be served and explain why the defined community to be served is appropriate for the creation of an sTLD.

#### **Representation**

Describe the way in which the organization will represent and take input from the community to be served, and the

categories of stakeholders or constituents to be included in the organization.

### **Openness and Transparency**

Describe the way in which the Sponsoring Organization will promote openness and transparency, access to information, web site use, public posting of information, meeting minutes, notice and comment provisions.

### **Initial Directors, Officers and other Staff**

If known, provide the names and qualifications of the initial directors, officers and staff of the Sponsoring Organization.

### **Selection of Directors, Officers, Members, Staff**

Describe the eligibility, method of selection, term of service, compensation, conflicts of interest, resignation, removal, vacancies.

### **Meetings and Communication**

Describe the proposed frequency and location of meetings, provisions for telephone meetings and other methods of communication, responsibility for generation and distribution of meeting minutes.

### **Fiscal Information**

Provide an overview of the organization describing numbers of staff, annual revenue and costs and existing capital.

### **Indemnification from Liability**

Provide an overview of the limitation on liability of the organization, directors, officers, and staff, as applicable.

### **Proposed Extent of Policy-Making Authority**

Please list and describe in detail the areas over which a delegation of policy-formulation authority is sought, including the scope of authority, the reasons/justifications for seeking authority, the method of guaranteeing that the organization will administer the policy in the interest of the Internet at large, the means for ensuring opportunity for members of the Sponsored TLD Community to discuss and participate in such policy formulation, the creation of procedures for facilitating participation by a broad cross-section of the Sponsored TLD Community and whether variation from existing ICANN policies is intended.

### **Policy-Making Process**

Provide an outline of the process for formulating policies for the TLD, including a detailed description of the requirements for adoption of different types of policy. Provide any proposed policies or procedures for allowing reconsideration and review of proposed or adopted policy or implementation decisions.

Applicants should be prepared to submit the following documents later in the evaluation process:

- Articles or certificate of incorporation, organization, association,
- Bylaws or any similar organizational document or agreement between or among the organization and its shareholders or members,
- Principal location, legal status of the organization, laws under which it is organized, type of organization,
- List of persons presently on the supervising board of directors of the organization, or, if the organization is a subsidiary, those persons on the supervising board of directors of the ultimate parent company (or to be initially on the board of directors),
- Size of organization, roles/duties of directors and officers and other staff, supporting and/or contributing

- organizations, affiliates, membership, and;
- Biographical information and background information for present or proposed board members.

#### **A. Add new value to the Internet name space**

The Selection Criteria require that applicants demonstrate that they are adding value to the broader Internet community. In the following section, applicants must demonstrate how they will respond to the Community Value selection criteria.

Applicants must demonstrate the value that would be added to the Internet name space by launching their proposed sTLD by considering the following objectives:

- Name value
- Enhanced diversity of the Internet name space
- Reach and enrich broad global communities

#### **B. Protect the rights of others**

Applicants should describe how their proposal will create policies and practices that minimize abusive registration activities and other activities that affect the legal rights of others. Describe how the proposal will implement safeguards against allowing unqualified registrations and ensure compliance with other ICANN policies designed to protect the rights of others.

#### **C. Assurance of charter-compliant registrations and avoidance of abusive registration practices**

Applicants must show that they will implement safeguards to ensure that non-compliant applicants cannot register domain names. Applicants need to demonstrate that their proposal addresses and includes precise measures that:

- Discourage registration of domain names that infringe intellectual property rights;
- Ensure that only charter-compliant persons or entities (that is, members of the Sponsored TLD Community are able to register domain names in the proposed new sTLD);
- Consider a reservation list of names to prevent inappropriate name registrations;
- Minimize abusive registrations;
- Comply with applicable trademark and anti-cybersquatting legislation; and
- Provide protections (other than exceptions that may be applicable during the start-up period) for famous names and trademarks.

#### **D. Assurance of adequate dispute-resolution mechanisms**

All gTLDs are expected to adhere to the ICANN Uniform Dispute Resolution Policy (UDRP). Particular dispute resolution mechanisms may be implemented to support particular situations, such as priority of acceptance of applicants in competition for the same name during start-up periods.

Applicants need to demonstrate that their proposal will:

- Implement the ICANN UDRP; and
- Where applicable, supplement the UDRP with policies or procedures that apply to the particular situations of the sTLD.

#### **E. Provision of ICANN-policy compliant WHOIS service**

All gTLDs must provide accessible WHOIS database services to provide legitimate information on registrants for purposes that are in compliance with ICANN policies. Applicants should provide an explanation of how they plan for a complete, up-to-date, reliable, and conveniently accessible WHOIS database of all registrations in the sTLD, compliant with ICANN policies. Such implementations will need to comply with emerging ICANN privacy policies in this area, if and when they become approved.

When you complete this application and finalise it for sending to ICANN, you will need to confirm the following:

*By checking this box, the person identified certifies that (a) he or she has full authority to make this application on behalf of the applicant and to make and fulfill all agreements, representations, waivers, and undertakings stated in this transmittal form and accompanying materials; copies of the documents demonstrating this authority are attached and (b) all information contained in this application transmittal form and accompanying documents is true, accurate and complete to the best of the person's and the applicant's knowledge and information. The undersigned acknowledges on his or her own behalf and that of the applicant that any material misstatement or misrepresentation (or omission of material information) will reflect negatively on any application.*

*By checking this box, the applicant acknowledges that there are six parts of the Request for Proposal Application process which have been thoroughly reviewed and considered in their entirety by the applicant. The applicant (or, if there are multiple applicants, each applicant) understands that failure to fully follow instructions or the requirements set forth for each of the documents transmitted with this Application Form will be a factor negatively affecting consideration of this application.*

*By checking this box, the applicant (or, if there are multiple applicants, each applicant) hereby authorizes ICANN to:*

- contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this application;*
- take any other steps to verify, elaborate on, supplement, analyze, assess, investigate, or otherwise evaluate the information contained in this application or other information that, in ICANN's sole judgment, may be pertinent to this application; and*
- consult with persons of ICANN's choosing regarding the information in this application or otherwise coming into ICANN's possession.*

*By checking this box the applicant (or, if there are multiple applicants, each applicant) understands that difficulties encountered by ICANN in verifying, elaborating on, supplementing, analyzing, assessing, investigating, or otherwise evaluating any aspect within or related to this application may reflect negatively on the application. In consideration of the review of the application conducted on behalf of ICANN, the applicant (or, if there are multiple applicants, each applicant) hereby waives liability on the part of ICANN (including its officers, directors, employees, consultants, attorneys evaluators, attorneys, accountants, and agents, hereinafter jointly referred to as "ICANN Affiliated Parties") for its (or their) actions or inaction in verifying the information provided in this application or in conducting any other aspect of its (or their) evaluation of this application. The applicant (or, if there are multiple applicants, each applicant) further waives liability and formally agrees to fully indemnify ICANN and the ICANN Affiliated Parties on the part of any third parties who provide information to ICANN or ICANN Affiliated Parties in connection with the application.*

*By checking this box the applicant (or, if there are multiple applicants, each applicant) hereby authorizes ICANN and ICANN Affiliated Parties to publish on ICANN's web site, and to disclose or publicize in any other manner, any materials submitted to, or obtained or generated by, ICANN and the ICANN Affiliated Parties in connection with the application, including ICANN's (or their) evaluations and analyses in connection with the application or ICANN's investigation or evaluation of the application. The applicant(s) shall have obtained permission for the posting of any personally identifying information included in the application materials, provided that no personally identifying information other than a person's name, current and past employment history, job related and professional activities should be included within the application materials. The applicant understands and acknowledges that ICANN does not and will not agree to keep any portion of the application or materials submitted with the application confidential. The applicant (or, if there are multiple applicants, each applicant) grants ICANN and ICANN Affiliated Parties a license to use any copyright or other intellectual property that applicant may have in any portion of the application for this purpose.*

*By checking this box the applicant (or, if there are multiple applicants, each applicant) hereby gives ICANN permission to use the applicant's name, descriptive materials and/or logo in ICANN's public announcements (including informational web pages) relating to top-level domain space expansion.*

*The applicant agrees that the Sponsoring Organization information, certified by the undersigned (a) that he or she has authority to do so on behalf of the Sponsoring Organization and, on his or her own behalf and on behalf of the Sponsoring Organization, (b) that all information contained in this proposal is true and accurate to the best of its knowledge and information. The applicant understands that any material misstatement or misrepresentation (or omission of material information) will reflect negatively on any application of which this proposal is a part and may cause cancellation of any delegation of a top-level domain based on such an application.*

## New sTLD Application

### Part C. Business Plan

15 December 2003

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#### Introduction

The purpose of this section is to provide information that substantiates the robustness of the organization in terms of its ability to provide continuing registry services, and to provide a plan for assuring continuity of service in the event of business failure of the Sponsoring Organization. Establishing a new TLD registry is a complex undertaking when all factors are taken into account and this document describes the minimum business plan information necessary to comply with the specifications of the Request for Proposal.

This section should be completed in conjunction with and be considered with Part D - Financial Model.

The independent evaluators will expect to see a Business Plan for the proposed registry that describes:

- the services to be provided (a full description including the date operations start),
- an outline of anticipated cost and capital requirements,
- cost analyses and a revenue model,
- the availability of capital including sources of start-up and expansion funds,
- a marketing plan including a brief market analysis and forecast,
- an appropriate pricing model,
- a resource requirements projection, and;
- risk analysis and contingency provisions.

The applicant should confirm to ICANN that it has the documents listed below and is prepared to provide them at a later stage in the application process:

- evidence of financial and economic standing through statements from bankers or investors, balance sheets, or other certified financial statements,
- evidence of performance bonding, including the provider name and address, and coverage amounts, or financial evidence of self-bonding, and;
- copies of recently performed external audits.

#### Business Plan - Current Operations

I. Provide a full description of registry services to be provided.

II. Demonstrate current business operations including core capabilities particularly in registry/database and Internet related operations; the services and products offered; duration of provision of services and products in current business. Demonstrate capacity to provide ongoing registry services.

III. Demonstrate the qualifications and experience of financial and business officers and other relevant senior employees. Show the current size of their staff and demonstrate their ability to expand the employee base and recruit employees with specialized skills as necessary.

IV. Describe whether the business currently provides domain name registration services through an accredited ICANN registrar. Describe how the registry would augment base level registry services

with value-added services or products associated with the registry.

V. Describe the location of facilities available to house staff and equipment necessary to operate the registry.

VI. Commercial general liability insurance. Include the name and address of insurer/provider, amounts of insurance policy and, in general terms, the coverage of the policy, and any plans for obtaining additional insurance.

### **Business Plan - Registry Requirements**

I. Revenue model. Provide a full description of the revenue model, including proposed rates to be charged for various registry services. Revenues should be forecast at low, medium, and high projected levels of demand.

II. Resources required to meet demand. Provide an estimate of all resources including financial, technical, staff, physical plant, customer service and any other requirements to meet demands, at low, medium, and high demand levels.

III. Plans for acquiring necessary systems and facilities. Describe plans for acquiring all necessary systems and facilities for providing the proposed services at each estimated demand level. Provide details as to the scope, cost, and vendor for any significant planned outsourcing, as well as brief detail on such vendor's capabilities.

IV. Staff size/expansion capability. Describe plans for obtaining the necessary staff resources, capacity for start-up and expansion. Include description of hiring policy, employee training, space for additional staff, staffing levels needed for provision of expanded technical, support, escrow, and registry services.

V. Key management personnel (including experience and position). Review the expected initial management team and the skills of each member, and plans for obtaining additional management personnel as necessary.

VI. Capital requirements. Quantify capital requirements in amount and timing. Specify in detail all expected sources of capital and the cost of that capital.

VII. Business risks and opportunities. Describe upside and downside contingencies you have considered and discuss your plans for addressing them.

VIII. Provision for Registry Failure. Provide details on how you would assure continuity of operations in the event of business or operational failure of the Registry Operator or Sponsoring Organization and make provision for contingencies and a failsafe back-up plan.

The requirement for providing ICANN with escrowed data does not in itself suffice. Unless appropriate restoration arrangements are made, there could be a considerable lag between business failure and the ability to make arrangements with another Registry Operator to make use of the escrowed data. Applicants are encouraged to propose creative approaches that emphasize reliable plans for assuring continuity of service in the face of Registry Operator business failure.

The possibility of business failure of the Sponsoring Organization and contingency planning must also be addressed. The Registry Operator must agree in the event of business failure of the Sponsoring Organization, to assign the rights of the Sponsoring Organization under the agreement (s) between the Registry Operator and the Sponsoring Organization to ICANN (or a designee of ICANN) for at least one year.



## New sTLD Application Part D. Financial Model

15 December 2003

[Part A. Explanatory Notes](#) | [Part B. Application Form](#) | [Part C. Business Plan](#) | [Part D. Financial Model](#) | [Part E. Technical Specification](#) | [Part F. Application Checklist](#)

### Introduction

This document describes financial information that is necessary to comply with the specifications of the Request for Proposal. This part will be read by the independent evaluators in conjunction with Part C - Business Plan.

In particular, the descriptions accompanying the sTLD Business Plan spreadsheet must include the following:

1. Salaries must include all salary related expenses such as bonuses, benefits and taxes paid. Describe titles and functions under each heading as appropriate, for example, Executive Team: President, General Counsel, or Administration: Finance, Human Resources.
2. Outsourced services must be described. Potential suppliers or partners must be identified along with relevant experience.
3. Travel must be detailed and justified including the number of and reason for trips.
4. Facilities must include all occupancy costs such as leasing and insurance. Facility locations must be described as accurately as possible.
5. Hardware and systems must indicate to what extent existing hardware and systems will be used and also describe the adequacy of system capacity.
6. The sources of start-up and follow-on capital must be identified.
7. Operational income amounts must be accompanied by projected sales and penetration estimates and a pricing model. Describe the proposed pricing model for arrangements between the registry and the registrars.
8. Revenue from other sources must include evidence of the stability of those sources and demonstrate how those revenues are specifically reserved for this purpose.

	<b>Application Period</b>	<b>Year 1</b>	<b>Year 2</b>	
	<b>Amount</b>	<b>Headcount</b>	<b>Amount</b>	<b>Headcount</b>
<b>Expenses</b> (US Dollars)				
Salaries				
Executive				
Administration				
Technical				
Software Developers				
Engineering Support				

- Marketing
- Sales
- Customer/Registrar Service

**Salaries & Headcount Subtotals**

Services

- Marketing/PR
- Technical
- Finance/Accounting/Payroll
- Human Resources
- Legal/Contracting
- Bonding/Insurance
- Other/Consulting

**Services Subtotal**

Travel

Facilities

- Rent
- Utilities

**Facilities Subtotal**

Capital

- Computer Hardware
- Other Capital

**Capital Subtotal**

Systems/Software

Supplies

Fees

Contingency

**Total Expenses**

**Revenues**

Start-up Capital

Projected Operational Income

Revenue from Other Sources

**Total Revenues**

## New sTLD Application

### Part E. Technical Specification

15 December 2003

[Part A. Explanatory Notes](#) | [Part B. Application Form](#) | [Part C. Business Plan](#) | [Part D. Financial Model](#) | [Part E. Technical Specification](#) | [Part F. Application Checklist](#)

#### Introduction

This document describes the minimum technical requirements necessary to comply with the technical specifications of the Request for Proposal.

If applicants subcontract the whole of the registry service function to a third party, this must be identified in all appropriate areas.

Where subcontractors are to be employed by the applicant for any significant portion of the business or technical operations (other than acquisition of standard hardware or software), the proposed subcontractors must be clearly identified and an explanation must be provided of the subcontracted work. The applicant is responsible for providing the information required as described in this document even if part of the work is to be performed by a subcontractor.

The Technical Capabilities and Plan section must address the following. Links to other materials must not be included:

1. Outline the Registry Operator's technical capabilities. Provide a description of the Registry Operator's technical capabilities, including information about key technical personnel (qualifications and experience), size of technical workforce and access to systems development tools. Outline any significant prior technical achievements.
2. Technical plan for the proposed registry operations. Present a technical plan for the proposed registry operations. In addition to providing basic information concerning the Registry Operator's proposed technical solution, this section offers the Registry Operator an opportunity to demonstrate that it has carefully analyzed the technical requirements of registry operation. Factors that must be addressed in the technical plan include:
  - a. General description of proposed facilities and systems. Address all system locations. Address the specific types of systems being used, their capacity and interoperability, general availability and level of security. Describe in appropriate detail buildings, hardware, software systems, environmental equipment and Internet connectivity. (Note that more detail may be provided in later sections.)
  - b. Describe the registry-registrar model and protocol.
  - c. Database capabilities including database software, size, throughput, scalability, procedures for object creation, editing, and deletion, change notifications, registrar transfer procedures, grace period implementation and reporting capabilities.
  - d. Zone file generation including procedures for changes, editing by registrars and updates. Address frequency, security, process, interface, user authentication, logging and data back-up.
  - e. Zone file distribution and publication. Locations of nameservers, procedures for and means of distributing zone files to them.

- f. Billing and collection systems. Technical characteristics, system security, accessibility.
- g. Backup. Describe frequency and procedures for backup of data. Describe hardware and systems used, data format, identity of suggested escrow agent(s) and procedures for retrieval of data/rebuild of database.
- h. Escrow. Describe escrow arrangements, data formats, insurance arrangements and backup plans for data recovery.
- i. Publicly accessible WHOIS service. Address software and hardware, connection speed, search capabilities and coordination with other WHOIS systems.
- j. System security and physical security. Technical and physical capabilities and procedures to prevent system hacks, break-ins, data tampering and other disruptions to operations.
- k. Peak capacities. Technical capability for handling a larger-than-projected demand for registration or load. Effects on load on servers, databases, back-up systems, support systems, escrow systems, maintenance and personnel.
- l. System reliability. Define, analyze and quantify quality of service.
- m. System outage prevention. Procedures for problem detection, redundancy of all systems, backup power supply, facility security and technical security. Outline the availability of backup software, operating system and hardware. Outline system monitoring, technical maintenance staff and server locations.
- n. System recovery procedures. Procedures for restoring the system to operation in the event of a system outage, both expected and unexpected. Identify redundant/diverse systems for providing service in the event of an outage and describe the process for recovery from various types of failures. Describe the training of technical staff who will perform these tasks, the availability and backup of software and operating systems needed to restore the system to operation and the availability of the hardware needed to restore and run the system. Describe backup electrical power systems and the projected time for system restoration. Describe procedures for testing the process of restoring the system to operation in the event of an outage, the documentation kept on system outages and on potential system problems that could result in outages.
- o. Technical and other support. Support for registrars and for Internet users and registrants. Describe technical help systems, personnel accessibility, web-based, telephone and other support services to be offered, time availability of support and language-availability of support.

*By checking this box the applicant certifies (a) that he or she has authority to do so on behalf of the Registry Operator and, on his or her own behalf and on behalf of the Registry Operator, (b) that all information contained in this proposal are true and accurate to the best of its knowledge and information. By checking this box, the Registry Operator understands that any material misstatement or misrepresentation (or omission of material information) will reflect negatively on any application of which this proposal is a part and might result in cancellation of any delegation of a top-level domain based on such an application.*

## **New sTLD Application**

### **Part F. Application Checklist**

*15 December 2003*

[Part A. Explanatory Notes](#) | [Part B. Application Form](#) | [Part C. Business Plan](#) | [Part D. Financial Model](#) |  
[Part E. Technical Specification](#) | [Part F. Application Checklist](#)

Please check that you have completed all the following steps to ensure you have fulfilled the requirements of the Request for Proposal:

1. Submitted the US\$45,000 application fee.
2. Downloaded all the application materials.
3. Completed all sections of the application materials and, where appropriate, include n/a in fields which are not applicable to your application.
4. Checked each and every box which requires you to agree to terms and conditions included in the Request for Proposal.
5. Printed, signed and sent to ICANN the final copy of your application.
6. Kept a copy for your records.

## **EXHIBIT B**



## New sTLD RFP Application

### .jobs

Part B. Application Form

#### Name and Address fields

##### Company/Organization Information

<b>Company Name</b>	Employ Media LLC
<b>Company Address 1</b>	3029 Prospect Avenue
<b>Company Address 2</b>	n/a
<b>Company City</b>	Cleveland
<b>Company State/Province</b>	Ohio
<b>Company Postal Code</b>	44115
<b>Company Website Address</b>	www.employmedia.com
<b>Company Country</b>	US

#### Sponsoring Organization Information

<b>Sponsoring Organization Name</b>	The Society for Human Resource Management
<b>Sponsoring Organization Address 1</b>	1800 Duke Street
<b>Sponsoring Organization Address 2</b>	n/a
<b>Sponsoring Organization City</b>	Alexandria
<b>Sponsoring State/Province</b>	Virginia
<b>Sponsoring Organization Postal Code</b>	22314
<b>Sponsoring Organization Country</b>	US
<b>Sponsoring Organization Website Address</b>	www.shrm.org

#### Namestrings and Conventions

<b>First sTLD choice:</b>	.jobs
<b>Naming Conventions:</b>	
Domain names will be registered only at the second level (e.g., companyname.jobs). The .jobs sTLD will not be organized at the registry level into any sub-domains or other lower level domains (e.g., third- or fourth-level domains).	

<b>Second sTLD choice:</b>	n/a
<b>Naming Conventions:</b>	
n/a	

<b>Third sTLD choice:</b>	n/a
<b>Naming Conventions:</b>	
n/a	

**Sponsoring Organization Structure**

Executive Summary of This Proposal

Employ Media LLC and The Society for Human Resource Management respectfully submit this proposal for establishment of a .jobs sTLD for the benefit of the international human resource management community (the sponsored TLD community) and the Internet community as a whole. Registrations will be at the second level and will comprise companyname.jobs, where "companyname" is the legal name under which an employer does business or is commonly known. Registrations are granted only to applications submitted by a qualified applicant - generally a human resource manager of the employer such manager represents. The Society for Human Resource Management ("SHRM"), as the world's largest association devoted to human resource management, is uniquely positioned to represent this sponsored TLD community and create policy therefore. Employ Media LLC ("Employ Media") has been created by business and marketing professionals to manage and market the .jobs sTLD, and is well-funded towards this goal. Employ Media has entered into a long-term agreement with SHRM to provide policy governance regarding the .jobs sTLD. Technical registry operations will be provided by Verisign Naming and Directory Services (VNDS), a division of Verisign, Inc. under contract to Employ Media. VNDS has empirically proven their capability to provide world-class registry operations and maintain multiple-tld interoperability.

The Sponsoring Organization and The Applicant

Prior to detailing the structure and nature of the Sponsoring Organization, it will be beneficial to have an overview of the relationships among the parties to this proposal (Employ Media, SHRM and VNDS). Employ Media is the applicant of this proposal and is the party which would enter into a registry operator agreement with ICANN in the event this proposal is accepted. Employ Media will manage the business and day-to-day operations of the .jobs sTLD, including marketing, sales, customer service, compliance, etc. As such, Employ Media is the "Applicant" and/or "sTLD Manager." SHRM is the policy provider for the .jobs sTLD and the representative of the sponsored TLD community to be served by the .jobs sTLD. SHRM will interact with the sponsored TLD community to determine and oversee policy and policy development. In this regard, SHRM is the "Sponsoring Organization." Employ Media has entered into a long-term agreement with SHRM for the provision of such policy development and oversight. In such policy determination and oversight, SHRM is contractually obligated to act independently of Employ Media and in the interests of the sponsored TLD community. VNDS will be the provider of registry service functions for the .jobs sTLD under contract to Employ Media. As such, VNDS is the "Registry Operator."

SHRM (www.shrm.org) is the world's largest association devoted to human resource management, representing more than 175,000 individual members with more than 500 affiliated chapters in the United States and members in more than 120 countries. Founded in 1948, SHRM is a not-for-profit entity whose mission is to advance the human resource ("HR") profession and serve the needs of HR professionals by providing the most essential and comprehensive resources available.

SHRM has considerable resources and experience for representing the HR



management community in a variety of matters. With a staff of more than 200, SHRM has more than 20 specialized departments to serve the needs of HR professionals. Through its regional and local meetings, website and other forums, SHRM provides multiple venues for soliciting commentary and opinions from the HR community and fostering debate regarding many issues facing the community. SHRM's website alone exemplifies this role as a community forum by providing many vehicles for receiving community input and providing community services, including many chat rooms, bulletin boards, webcasts and online forums. As an influential voice, SHRM is committed to advancing the human resource profession to ensure that HR is an essential and effective partner in developing and executing organizational strategy. Few, if any, organizations are as qualified to speak for the HR community in terms of sTLD appropriateness (to the community) and policy development.

Employ Media ([www.employmedia.com](http://www.employmedia.com)) is a Delaware limited liability company created for the purpose of managing the .jobs sTLD. Located in Cleveland, Ohio, Employ Media was created, and is primarily owned, by Second Generation Ltd, a family-owned limited partnership which focuses on entrepreneurial investments and is also located in Cleveland, Ohio. Second Generation brings to Employ Media considerable experience in business development, management and marketing through, among other successful ventures, ownership of radio and television broadcasting entities and provision of marketing expertise thereto. Second Generation is committed to providing funding for Employ Media sufficient to scale Employ Media to the size and ability necessary to successfully run a stable, solid and dependable sTLD. For additional details regarding Second Generation's experience, please see the "Initial Directors, Officers and Other Staff" section herein.

Employ Media will be structured to provide efficient and effective management of the .jobs sTLD. A copy of the operating agreement of Employ Media is available upon request. For information regarding directors, officers, staff, meetings, etc., please see further sections of this Part B and relevant sections of Parts C and D.

Employ Media will function as the manager of the .jobs sTLD, providing day-to-day operations of the sTLD, administering policy dictates from SHRM, and overseeing technical registry operations provided by VNDS. Among Employ Media's functions and missions is the commercialization and marketing of the .jobs sTLD, but always acting within the policies as set forth by SHRM. Inherent within Employ Media's functions and missions is maintenance of the integrity of the .jobs sTLD, particularly in light of the desires of the sponsored TLD community as detailed in SHRM's policies.

For a description of the policy-formation activities of SHRM and Employ Media, please see the "Policy Making Process" section of this proposal.

#### The Community to be Served

As set forth in the .jobs charter (the "Charter"), a copy of which is available upon request, the .jobs sTLD will be established to serve the needs of the international human resource management community (the "Community"). As used herein, "human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization - people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

A key component to the Community is identification of the members of the Community who are qualified to apply for a registration of a .jobs sTLD. As detailed further in the Charter, a .jobs sTLD registration will only be issued in response to an application which is submitted by a qualified applicant (there are other restrictions to registration, but these restrictions are discussed elsewhere in this application). A qualified applicant ("Qualified Applicant") is a person who is (a) a member of SHRM; or (b) engaged in human resource management practices that meet any of the following criteria: (i) possess salaried-level human resource management experience; (ii) are certified by the Human Resource Certification Institute; or (iii) are supportive of the

SHRM Code of Ethical and Professional Standards in Human Resource Management, as amended from time to time (the "Code"). A copy of the Code is attached to the Employ Media/SHRM agreement and is available at the SHRM website. The core provisions of the Code include: (1) professional responsibility (add value to the organizations they serve and contribute to the ethical success, credibility and value of those organizations); (2) professional development (strive to meet the highest standards of competence); (3) ethical leadership (exhibit individual leadership as a role model for maintaining the highest standards of ethical conduct); (4) fairness and justice (promote and foster fairness and justice for all employees in their organizations); (5) conflicts of interest (protect the interests of their stakeholders as well as their professional integrity and not engage in activities that create actual, apparent, or potential conflicts of interest); and (6) use of information (protect the rights of individuals, especially in the acquisition and dissemination of information while ensuring truthful communications).

The minimum threshold to be a Qualified Applicant is thus both being engaged in human resource management practices and being supportive of the Code. In this light a member of the Community can be a Qualified Applicant in many ways. While many smaller entities do not have an HR Manager, most have at least one individual who deals with the human element of the entity. While this person may not desire to become certified or a member of SHRM, such person is still a member of the Community (by virtue of their role of dealing with the human element of the entity) and may become a Qualified Applicant by supporting the Code. In an additional example, an independent recruiter can become a Qualified Applicant by similarly supporting the Code.

The Method of Ensuring Operation in the Interest of the Stakeholders of the Community to be Served and the Internet at Large is discussed immediately below in Part A, Appropriateness of Sponsored TLD Community.

### **Appropriateness of Sponsored TLD Community**

The Community is appropriate for the creation of the .jobs sTLD because, inter alia, it is a clearly-definable community with a readily definable sub-class of Qualified Applicants (for registering domains) and it is a group with clearly defined needs (see below) which are not efficiently fulfilled by the current DNS hierarchy of Top Level Domains.

As noted in Part B, Sponsoring Organization Structure, members of the Community focus on the management and direction of people on behalf of the organization they represent. This Community shares common goals, objectives and interests including hiring people to perform the activities of the organization, providing proper training, and facilitating appropriate rewards including opportunities for individual achievement and advancement. The commonality of these interests transcend organizational size, industry, geographic location, and business classification, forming the underlying interests and motivations of the Community as a whole that long pre-dates the Internet. For example, one of the many duties of an HR manager of an entity (a member of the Community) is to attract quality employees to the entity. Similarly, one of the many goals of an independent recruiter is to attract quality employees for the recruiter's clients (themselves employers). In performance of these duties, it is incumbent upon these members of the Community to market their employer, and further to promote access to information regarding the employer to potential employees.

In recent years, the Internet has revolutionized the relationship between the Community and the global labor market. The Internet has become a primary venue for people seeking information and other forms of exchange regarding an employer organization and notably its employment opportunities (jobs). A 2002 Pew study (see [www.pewinternet.org/releases/release.asp?id=46](http://www.pewinternet.org/releases/release.asp?id=46)) indicates that over 50,000,000 people have used the Internet to search for a job and that 4,000,000 people per day search out new employment opportunities online, representing a 60% jump since March 2000.

In response, the Community has demonstrated a common capacity to provide this information in a self-administering way consistent with the goals, interests

and obligations this Community has historically shared with its employer organizations. This has included evolving their Internet presence to focus upon online employment as the platform for streamlined job-applicant interactions in the staffing process. Use of the Internet has evolved to be an integral organizational strategy of recruitment carried out by Community members. As an example of this, 89% of Fortune 500 companies in 2002 linked to their own employment section from their corporate home page (comprising over 75,000 job positions.) In 2003, 100% of the Global 500 in the Healthcare industry offered a jobs page, 98% in the Manufacturing sector, 97% in the Consumer sector, 92% in the High Tech sector, 91% in the Utilities sector, and 90% in the Financial sector. (See, [www.ilogos.com/en/expertviews/trendwatch](http://www.ilogos.com/en/expertviews/trendwatch).)

For the Community, however, inefficiencies restrict the ability to communicate and otherwise promote an exact Internet destination to the labor market. The default evolution, by necessity (and skewed particularly within the .com zone), has seen this Community implement creative methods (creative URL[s]) including use of a link or other reference to a particular part, sub web or third- or fourth-level domain within the employer's website to communicate and promote HR (including jobs) information. A shared and common need of this Community is for a reasonable and consistent method for promotion and location by way of a descriptive format within a new Top Level addressing hierarchy (i.e. `companyname.jobs`). Such an sTLD will provide this Community efficiencies for identifying the HR element -- an exact destination (i.e., a `jobs` page) consistent with the organizational strategy this Community has historically been charged to carry out, including with other forms of media, in its communication to the labor market.

By way of this application for the .jobs sTLD, the Community, as represented by SHRM, is requesting that ICANN approve delegation whereby its members can offer a standardized address on behalf of the organization they represent for the purpose of communicating such a destination to the labor market.

□Method of Ensuring Operation in the Interest of the Stakeholders of the Community to be Served and the Internet at Large□

Operation of the .jobs sTLD in the interest of the stakeholders of the Community is ensured by the relationship between Employ Media and SHRM. SHRM, as an entity separate and distinct from Employ Media, has as its mission and goal the furtherance of the stakeholders of the Community. SHRM's participation as the policy delegate for the .jobs sTLD is just one more facet in SHRM's mission. As a proven representative of the interests of the Community, SHRM brings to the .jobs sTLD the same assurance of operation in the best interests of the Community that SHRM brings to all other of its activities in the best interests of the international HR community. Furthermore, the Employ Media/SHRM agreement contractually obligates SHRM to act independently from Employ Media and in the best interests of the Community in its role as policy delegate. This independence and separation from Employ Media ensures that operation of the .jobs sTLD, as manifested in the policy dictates of SHRM, are made in the best interests of the Community rather than in the best interests of the business of the .jobs sTLD (which is the job of Employ Media, separate and distinct from the job of SHRM). For example, one policy of the .jobs sTLD (as manifested in the SHRM/Employ Media agreement) is that only Qualified Applicants may apply for a registration. Employ Media ensures that this requirement will be enforced.

Furthermore, Employ Media is contractually obligated via the Employ Media/SHRM agreement to manage the .jobs sTLD in conformance with the policies set forth in the Agreement, the Charter and as provided by SHRM in its capacity as the policy delegate. SHRM has several enforcement rights in the event of a breach on the part of Employ Media, including up to obtaining injunctive relief to ensure Employ Media's compliance therewith. These obligations as placed upon Employ Media, and SHRM's ability to enforce same, further ensure operation in the interest of the stakeholders of the Community.

Still furthermore, opportunities to register a domain in the .jobs sTLD will be promoted and offered worldwide by Employ Media. Such opportunities will not be abridged or limited in any way based upon race, gender, political affiliation, country of origin or any other factor not delineated in the Charter or in the

registrant registration agreement.

Operation in the interests of the Internet at large will be ensured by the agreement executed between ICANN and Employ Media. As with previous gTLD agreements with ICANN, ICANN has enforcement rights vis-a-vis Employ Media's obligations therein.

Furthermore, Employ Media will operate as set forth in this proposal, sections of which detail Employ Media's outreach program to the Internet (e.g., by a discussion board available to all), Employ Media's use of the UDRP construct, Employ Media's performance obligations as subcontracted to VNDS, etc. For example, a key concern of the Internet at large is protection of intellectual property rights. As discussed in Part B, Protect the Rights of Others, Employ Media will review the Qualification Document (as defined therein) of each proposed registrant to guard against fraudulent registrations. This alone protects the Internet at large from IP abuse from obvious cybersquatters and nefarious registrants. In this light a company will not have pressure to defensively register a domain prospectively against cybersquatters. Another key concern of the Internet at large is the ability to be heard regarding abusive registrations (if any slip through Employ Media's enforcement policies). As also discussed in Part B, Protect the Rights of Others, all .jobs registrations will use the UDRP, modified as detailed therein to include requirements regarding the Code. In this light, all members of the Internet at large have at least one venue (a UDRP action) regarding any claims to .jobs registrations.

## Representation

SHRM will represent and take input from the Community in several ways.

Initially, as an association of HR professionals, SHRM is comprised of members of the Community. Representation is achieved by the definition of being an association (i.e., SHRM represents at least the subset of the Community which are already SHRM members). Additionally, SHRM as an organization has been receiving input from the Community since its inception. One of SHRM's missions is to take input from the Community in order to serve the best interests of the Community. SHRM has empirically proven such input via many venues including on-line forums and discussion groups, meetings, seminars, etc. Input from the Community regarding the .jobs sTLD would be one more facet in this well-defined and ingrained network of input channels.

Also, as detailed in Part B, Policy Making Process, SHRM will create a Council (as defined therein) comprised of individuals representing various constituents of the Community, including all sizes of employers, union and non-union employers, government employers, international employers, etc. These representatives will be chosen to ensure direct representation of all stakeholders and constituents of the Community. As explained in the Policy Making Process section of this proposal, the Council is integrally involved in the policy process. As such, the Council has direct input into this process. Thus, via the Council, the Community is additionally represented and given a channel for input.

Still furthermore, and as detailed in the Policy Making Process herein, in the event a task force is formed to review a proposed amendment (as defined therein), a period of public comment will be held. During this period input from the Community will be received, and such input will be incorporated in the report of the task force.

Employ Media will also perform an outreach program as further detailed in the Policy Making Process of this proposal. While the program is intended to solicit input from the general Internet community, any stakeholder and/or constituent of the Community is free to input opinions, information, commentary, etc. into the program.

## Openness and Transparency

Both SHRM and Employ Media are committed to and will promote openness and

transparency in policy making and managing the .jobs sTLD. For example, the Policy Making Process as described in Part B, Policy Making Process, is open and transparent, including providing access to any task force report and the ability for all to submit comments thereon (and then subsequently providing access to the final task force report). As further described therein, the results of the policy making process (i.e., the decisions of the SHRM Executive Committee and Employ Media) are particularly made available, along with meeting minutes, notice provisions, etc.

Furthermore, the Community (via SHRM) and the public (via Employ Media) will be encouraged to participate and comment in both policy making and TLD management. Through use of the SHRM and Employ Media websites, both the Community and the public will be able to follow the policy process and TLD management. Via these websites (and other venues as described herein), commentary and opinion will also be solicited. Generally speaking, all documents, minutes, commentary, etc. relating to both policy and TLD management will be made publicly available unless privacy concerns dictate restricting public access.

### **Initial Directors, Officers, and Other Staff**

SHRM is an established organization with a complete board of directors and a successful management team. The board and management team include (board position identified first):

Chair of the Board, David B. Hutchins, SPHR, CEBS, CCP, Senior VP/Chief Administration Officer

Chair Designate, Johnny C. Taylor, Jr., J.D., SPHR, Executive VP, General Counsel & Secretary

Secretary, Janet N. Parker, SPHR, Senior VP, Corporate Employee Relations, AmSouth Bank

Treasurer, Judith L. Streeter, PHR, Senior VP, HR, North American Lodging Operations, Marriott International, Inc.

Director-at-large, C. Dennis Montgomery, SPHR, Manager of Organization Development & Training, OGE Energy Corp.

Director-at-large, Judy Clark, CPC, SPHR, President, HR Answers

Director-at-large, Mary Cheddie, SPHR, VP, HR, The Orvis Company, Inc.

Director-at-large, Nancy L. Volpe, SPHR, Director of HR, Elan Nutrition, LLC

Director-at-large, Robb E. Van Cleave, SPHR, IPMA-CP, Director Employee & Administrative Services, Wasco Co.

Director-at-large, Robert O. Gonzales, Senior VP and Managing Director, Employee Services, Fidelity Investments

Director-at-large, Clinton R. Gurney, Managing Director, HR, LDS Church

Director-at-large, Rita Bennett, Director, Corporate Development Strategy for Care International

Director-at-large, R. Roosevelt Thomas, Jr., DBA, CEO, Roosevelt Thomas Consulting & Training, Inc.

President, CEO (Ex-Officio, Nonvoting Member), Susan Meisinger, SPHR, SHRM

The contact person at SHRM for the purposes of this proposal is Gary Rubin, Vice President Publications and New Media. Mr. Rubin is responsible for SHRM's flagship publication, HR Magazine (circulation 170,000), as well as its other award-winning publications such as Employment Management Today. Mr. Rubin has more than 19 years of experience in publishing and new media management. Most recently, Mr. Rubin served as the founding Vice President and General Manager for the Magazine, Newsletter and Catalog Division at NewsStand, Inc. Mr. Rubin

was a founding board member of the Academy of Interactive Arts and Sciences, is currently an Emmy Awards voting member for the Academy of Television Arts and Sciences, serves on the board of directors for Boys Life Publishing, and is Chairman of the HR Committee for the Business Publishers Association (ABM).

Additional information regarding SHRM directors, officers and staff, including a description of each director's position description and a list of all officers, is available at the SHRM website and upon request.

Regarding Employ Media, pursuant to its operating agreement, Second Generation, Ltd. has been appointed as the manager of Employ Media. Second Generation is a Cleveland-based limited partnership primarily owned by the Embrescia family (of which Tom and F. Matthew, detailed below, are members). Second Generation has and is currently invested in multiple business entities representing multiple industries, including media ownership, direct marketing, manufacturing and real estate. In its sixth year of operation, Second Generation is a continuation of Embrescia family business and/or investments with a history of greater than 30 years.

Employ Media's operating agreement identifies the following key personnel and their position. Each position below is a non-compensated position:

Thomas F. Embrescia, Chairman (non-compensated position): Mr. Embrescia has spent the past 25-30 years of his career owning and managing FCC-licensed radio and television properties throughout the United States. Mr. Embrescia's company Second Generation Television has built and/or currently owns and operates television and radio affiliates in the Midwestern and Southern United States. In addition to broadcasting activities, Mr. Embrescia was the co-owner and Chairman of Sports Marketing, Inc., a sports network which has marketed the broadcasting rights to professional sports teams. Tom was a successful partner in Radio Direct Response, a .com marketer representing such companies as Priceline.com. Tom is also Chairman and owner of Partners, LLC, a direct marketing company. Mr. Embrescia is on the board of directors of ACME Communications, the owned and operated arm of Warner Brothers Television Network with television stations across the United States.

Scott Finerman, Treasurer/Secretary (non-compensated position): Scott is and has been the Chief Financial Officer of Second Generation for the past 5 years. Prior to this position, he was a partner in a regional accounting firm for 17 years. Scott has a history of involvement in community organizations, including holding the position of President and/or Treasurer for many of these organizations. A C.P.A. and an attorney (inactive), Scott has a B.B.A. from The University of Michigan and a J.D. from the Cleveland Marshall College of Law.

Ray Fassett, Vice President (non-compensated position): Ray has spent most of his career in the small business and start-up environment. Ray began his career in public accounting and subsequently joined the division of a newly formed holding company that specialized in career fair events throughout the U.S. There Ray was instrumental in launching a successful online career portal which was eventually sold to a joint venture owned by the Washington Post and Chicago Tribune. Since then, Ray has been a key member of a pure Internet start-up, partially owned by Microsoft, pioneering technologies and products pertaining to Digital Rights Management (DRM). As an individual, Ray has actively participated in ICANN processes and attended ICANN meetings when possible.

F. Matthew Embrescia, Vice President (non-compensated position): Matthew is currently an advisor to Second Generation and is involved in the management of many of Second Generation's interests. A graduate of Georgetown University, Matthew has worked throughout the United States primarily in media sales (e.g., radio, broadcast television and cable).

Employ Media, if this proposal is accepted, will engage qualified, dedicated and experienced personnel for each salaried officer and/or key personnel position as set forth in Parts C and D of this proposal. Employ Media will also have an Advisory Board as detailed in the next section. Advisory Board members will include:

Richard Celeste: Mr. Celeste, a former ambassador to India and Ohio governor, is currently the President of Colorado College. A Yale University graduate and Rhodes scholar, he was governor of Ohio from 1983 to 1991 and the United States ambassador to India from 1997 to 2001. Mr. Celeste also headed the Peace Corps under President Carter and has served on several corporate boards, including a British Petroleum Co. advisory board.

Marty Pompadur: Marty Pompadur has extensive international business experience. He is the Chairman of News Corporation Europe and has served as a director thereof since November 2003. In June of 1998, Mr. Pompadur joined News Corp as Executive Vice President of News Corporation, President of News Corporation Eastern and Central Europe and became a member of News Corp's Executive Management Committee. In January of 2000 he was appointed to his current position. Prior to joining News Corp, Mr. Pompadur was President of RP Media Management and held executive positions at several other media companies. He currently sits on the Boards of Metromedia International, Linkshare, News Out of Home B.V., Balkan Bulgarian, RP Coffee Ventures and Sky Italia. Mr. Pompadur is also a principal owner of Caribbean International News Corporation, which publishes two Spanish language daily newspapers - El Vocero and El Mundo.

John W. Graham: John Graham serves as Chief Executive Officer of Nationwide Advertising Service (NAS), a position he has held since 1983. NAS, an agency of McCann-Erickson Worldwide, is the largest advertising agency in Ohio and one of the largest agencies of its kind in the world, and has been headquartered in Cleveland for over 50 years. John is a member of the Board of Directors of Gund Business Enterprises, owner of the Cleveland Cavaliers NBA basketball team, the Cleveland Rockers of the WNBA and operator of the Gund Arena. John has been recognized as one of the Greater Cleveland 100 Top Entrepreneurs.

Jamie Kellner: Mr. Kellner is the Chairman and CEO of the WB television network and ACME Communications, the WB's third largest station group. Mr. Kellner has spent a distinguished career in the television industry. A former Chairman and CEO of Turner Broadcasting Systems, Inc., Mr. Kellner revitalized the venerable CNN and polished Headline News into the youngest-skewing cable news network. At the Fox Broadcasting Company, Mr. Kellner served as President and COO, successfully nurturing Fox into a major player in broadcast television. Mr. Kellner has also served as President of the Orion Entertainment Group and Vice President of First-Run Programming at Viacom Enterprises.

Scott DePerro: Mr. DePerro is a co-owner of Goldstar Holdings Ltd., an investment partnership which actively invests in start-up and entrepreneurial companies. Scott has over 20 years of business experience. In 1979 Scott, with his brother Jeff, founded Aim Executive, Inc., an industry leading national human resources consulting firm that was a pioneer in integrated HR services. Aim Executive grew rapidly, being named to the Inc. 500 list of fastest growing privately held companies in America for four consecutive years. In 1997 Aim Executive was acquired by Spherion, and the Deperros remained for four years as Division Presidents of this Fortune 500 global human capital management firm. Scott is a Certified Personnel Consultant.

### **Selection of Directors, Officers, Members, Staff**

The eligibility, method of selection, term(s) of service, compensation, conflicts of interest, resignation, removal and vacancies policies of Employ Media are detailed in the Employ Media operating agreement, a copy of which is available upon request. Generally speaking, all such policies are consistent with best business practices in similarly-situated business entities.

For example, under the Employ Media operating agreement, management of Employ Media is conducted by a Manager. The Manager is selected by the owners (i.e., Members) of Employ Media (current Members are Second Generation Ltd. and Ray Fassett), and has been identified in the operating agreement as being Second Generation Ltd. This Manager will serve until resignation, removal or a successor has been elected and qualified. A Manager may resign by giving 30 days written notice to the members. A Manager vacancy may be filled by a

unanimous vote of the voting members. A Manager is not entitled to any fees or compensation unless the members determine otherwise. A Manager may not knowingly act in contravention of the operating agreement, the SHRM agreement or knowingly make it impossible to carry on the ordinary business of Employ Media. The Manager appoints all officers of Employ Media.

Each officer of Employ Media holds office at the pleasure of the Manager and is required to take all actions necessary to run the business of Employ Media. Any officer may be removed at any time by the Manager. Any officer vacancy may be filled by the Manager. The Manager will determine the eligibility requirements for each officer, generally including a requirement that each officer is qualified and with sufficient experience required to perform their duties. Officers are compensated as set forth in Sections C and D of this proposal.

Staff members are selected by the officers and/or the Manager in their best discretion. Staff will generally be employees at will. The eligibility of each staff member will depend upon the duties required of the staff member, as determined by the officers and/or the Manager. Compensation for staff members is set forth in Sections C and D of this proposal.

The Advisory Board will consist of individuals who are respected for their business acumen, committed to the activities of Employ Media, and who are able to provide open-minded and creative suggestions and solutions to the challenges and opportunities facing Employ Media. The Advisory Board will: (a) provide feedback to officers and key personnel regarding Employ Media services, operations, marketing initiatives and business strategies; (b) act as a liaison between Employ Media and prospective clients, suppliers, employees and advisors through personal introductions, recommendations and other appropriate methods when such opportunities exist; (c) participate in Employ Media-sponsored events such as client receptions, officer meetings and other employee gatherings when appropriate; (d) assist in the recruitment efforts of Employ Media, with emphasis on identifying, recruiting and developing high potential personnel; and (e) meet with Employ Media officers and key personnel to provide advice and counsel regarding each individual's area of responsibility.

The Members of Employ Media will nominate and select Advisory Board members. In doing so, the Members may consult with current Advisory Board members and others who may suggest and consider appropriate candidates. The Advisory Board will be composed of between 5-7 members, including a secretary who shall record the minutes of meetings and who need not be a member of the Advisory Board.

Each member of the Advisory Board (each, an "Advisor") will hold an initial 3 year term (or such lesser or greater term as the Members may specify for any Advisor at any time) and shall carry out that term until the final meeting of the Advisory Board held in the last year of such Advisor's term and until a successor has been appointed or until such Advisor's earlier resignation or removal by the Members. An Advisor is then eligible for service for an unlimited number of terms upon approval of the Members. Removal by the Members or a resignation from the Advisory Board shall be deemed to take effect immediately upon its being issued or received by the Members, as applicable, unless some other time is specified. In the event of any vacancy on the Advisory Board for any cause, replacements to the Advisory Board shall be made by the Members.

A regular meeting of the Advisory Board shall be held at least quarterly, and it is anticipated that the Advisory Board will meet more frequently at least telephonically. The final meeting of each year shall be the annual meeting at which time new members to the Advisory Board may be appointed. Special meetings of the Advisory Board may be held at any time, if necessary or desirable under the circumstances, upon call of the President.

The Advisory Board shall be compensated for attendance at regular quarterly meetings, in such amounts and in such manner as the Members may determine in their discretion, and shall be reimbursed for all reasonable expenses relating to the fulfillment of their responsibilities.

Regarding SHRM, the eligibility, method of selection, term(s) of service,



compensation, conflicts of interest, resignation, removal and vacancies policies of SHRM are set forth in SHRM's bylaws, available at [http://www.shrm.org/bylaws/03-0528Bylaws\\_3holepnch-2.pdf](http://www.shrm.org/bylaws/03-0528Bylaws_3holepnch-2.pdf).

Generally speaking, candidates for election at large to the SHRM Board of Directors must be qualified Professional or Special Expertise Members of SHRM and be in good standing. Directors (and certain officers, as described below) are elected by vote of voting members of SHRM (generally speaking, Professional Members and General Members as defined in the bylaws). Term of office is 3 years. Vacancies are filled by nomination of the Governance Committee (of the Board) and vote of a majority of the remaining voting Board members. Any Director may be removed, with or without cause, by a vote of two-thirds of the then entire number of voting Directors taken at a duly constituted Board of Directors meeting.

The President/CEO is appointed by the Board at their discretion. Other officers (the Chair, the Secretary, the Treasurer, etc.) are elected as set forth above. Terms of each officer are as set forth in the bylaws or until death, resignation or removal. All officers must be qualified Professional, Special Expertise or Past Chair Life Members of SHRM and be in good standing. A two-thirds vote of the entire Board may remove a disqualified officer.

### Meetings and Communication

Employ Media and SHRM will meet in person at least twice a year at either the Employ Media or SHRM offices to discuss management of the .jobs sTLD and policy considerations. It is anticipated that more frequent meetings may occur. Electronic and voice communications between the parties will be much more frequent.

The Council will convene at least once a year and will meet at least once a year at least electronically. It is anticipated that the Council will meet more frequently as required to perform their policy-evaluation duties.

All meeting minutes (in person or electronically) will be posted at least to the Employ Media website to ensure disclosure and transparency, subject to privacy/trade secret/confidentiality considerations.

Regarding conducting Employ Media's business, details regarding meetings and communications are set forth in the Employ Media operating agreement, a copy of which is available upon request. Generally speaking, an annual meeting of the Members of Employ Media may be held at a time and location fixed by the Members. Special meetings may also be called by any Member. Meetings shall be held at the principal office of Employ Media unless determined otherwise by the Members. A meeting of the Members may be held by conference telephone or similar communication equipment. Any action permitted or required to be taken at a meeting of the Members may be taken without a meeting if a consent in writing is signed by all of the Members. The Secretary shall keep minutes of all proceedings of the Members, shall make proper records of the same, and post such minutes as set forth above.

A regular meeting of the Advisory Board shall be held at least quarterly, and it is anticipated that the Advisory Board will meet more frequently at least telephonically. The final meeting of each year shall be the annual meeting at which time new members to the Advisory Board may be appointed. Special meetings of the Advisory Board may be held at any time, if necessary or desirable under the circumstances, upon call of the President.

Regarding SHRM, details regarding meetings and communications are set forth in SHRM's bylaws, available at [http://www.shrm.org/bylaws/03-0528Bylaws\\_3holepnch-2.pdf](http://www.shrm.org/bylaws/03-0528Bylaws_3holepnch-2.pdf). Generally speaking, an annual meeting of the voting membership of SHRM is held at such date, time and place as the Board of Directors may determine. Special meetings shall be called by the Chair at any time upon written request of the Board or 10% of the voting members of SHRM. A quorum shall consist of at least one hundred of the members of SHRM eligible to vote and who are present at the annual meeting or a special meeting, or who, in the case of a mail ballot vote, respond by mail

ballot. The Secretary shall be responsible for the preparation of a record of the proceedings of all meetings of the Board.

### Fiscal Information

It is noted that responses to this Part B of this proposal will be made publicly available, while answers under Parts C, D and E of this proposal will not be made publicly available, in part to facilitate open disclosure of sensitive business information. In this light, details regarding Employ Media's proposed staff sizing, prospective annual revenue and start-up capital are set forth in Part D of this proposal. For the purposes of this Part B, Second Generation will provide start-up capital to Employ Media in an amount sufficient to ensure Employ Media's operation consistent with the description of operations as set forth in this proposal. Employ Media will be sufficiently staffed to handle sTLD operations at all potential levels of demand. Potential annual revenue is discussed in Part D.

Regarding Second Generation, Second Generation and its affiliates generally have between 8 to 12 operating companies, each having revenues between US\$5 million to US\$15 million.

The most-recent annual report (2002-2003) of SHRM is available upon request. In general, SHRM's revenue for the year ended 12/31/02 was \$70,475,085 with unrestricted assets (capital) of \$66,588,168. SHRM employs over 200 individuals and has over 175,000 members with 528 chapters in 120 countries.

SHRM has a Governance Committee which is responsible for the design and composition of the Board, SHRM's processes and the manner in which SHRM evaluates itself. There are between 11 to 15 voting Board Members, each serving a term of 3 years (2 year term for the Board Chair).

SHRM is divided into 6 divisions:

1. Knowledge Development Division: Includes the Information Center and Research departments and provides guidance to SHRM affiliates, the Human Resource Certification Institute (HRCI) and SHRM Foundation.
2. Professional and New Business Division: Includes the Meetings & Conferences, Marketing & Business Development, Organization Programs and Education departments.
3. Publications and New Media Division: Includes the Publications, Sales & Marketing, Internet Operations and Art & Production Departments, as well as the Editorial department for magazines, books, and newsletters.
4. Member Services Division: Includes the Member/Chapter Relations, Professional Emphasis Groups, SHRM Global Forum and Customer Service Departments.
5. External Relations Division: Includes the Public Affairs and Government Affairs departments.
6. Finance & Administration Division: Includes the Finance, Accounting, Administrative Services and Information Technology departments.

Some highlights of SHRM include:

- Delivered in 2002 more than 228,000 professional development hours in the form of SHRM conferences and seminars.
- SHRM e-learning: An online educational initiative that delivers multi media HR training courses.
- In 2002, responded to more 73,000 requests for information.
- SHRM Academy: A comprehensive educational program designed to help HR professionals attain a deeper understanding of business essentials and partner more effectively with their colleagues across all functional areas in their

organizations.

☐ Launched the International Certification Program: Global Human Resources Certification Exam (GPHR) focusing on Organizational Effectiveness and Employee Development; Global Staffing; International Assignment Management; Global Compensation and Benefits; and International Employee Relations and Regulations.

☐ In 2002, SHRM reached an estimated 155 million readers in major print media publications.

☐ SHRM's President and CEO, Susan Meisinger, was selected to serve as a member of The U.S. Secretary of Labor's Committee on Workplace Issues, part of President George W. Bush's Council on the 21st century workforce.

☐ Produces the popular, award winning, industry journal called HR Magazine.

### Indemnification from Liability

Regarding Employ Media, the limitation of liability provided by Employ Media to certain officers, employees, etc. is set forth in Employ Media's operating agreement, available upon request. Generally speaking, for non-derivative actions, Employ Media shall indemnify any person who is, was or is deemed a manager, officer or employee of Employ Media, or is or was serving at the request of Employ Media, as a director, trustee, officer, partner, manager, employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, against expenses (including attorney's fees), fees and judgments incurred in an action against that person if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of Employ Media, and with respect to any criminal action or proceeding, had no reasonable cause to believe that person's conduct was unlawful. Generally speaking, for derivative actions, Employ Media shall indemnify any person who is, was or is deemed a manager, officer or employee of Employ Media, or is or was serving at the request of Employ Media, as a director, trustee, officer, partner, manager, employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, against expenses (including attorney's fees), fees and judgments incurred in an action against that person if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of Employ Media, except that no indemnification shall be made in the event that person has been adjudged to be liable for negligence or misconduct in the performance of that person's duty to Employ Media unless a Court determines, despite the adjudication of liability, that the person is fairly and reasonably entitled to indemnity for such expenses.

SHRM's limitations on liability regarding its directors, officers and staff is available upon request, subject to confidentiality concerns.

### Proposed Extent of Policy-Making Authority

Employ Media and SHRM seek delegation of policy-formulation authority from ICANN to (1) determine eligibility criteria for registration of second-level domains in a .jobs sTLD; (2) enforce such criteria on an applicant-by-applicant basis; (3) create and implement a transparent policy-making process for creating and revising policy to govern the .jobs sTLD; (4) manage the operations of the .jobs sTLD consistent with Internet standards; (5) provide registry operations for the .jobs sTLD as described in Part E of this proposal; (6) manage domain disputes between competing applicants as described herein; (7) select and engage (by objective criteria applied fairly to all) ICANN-accredited registrars for accepting registrations in the .jobs sTLD; (8) set registration pricing as set forth herein; and (9) create start-up periods for the initiation of the .jobs sTLD, if necessary and as described herein.

Employ Media and SHRM seek this authority (and feel justified in seeking such authority) because, inter alia, (1) SHRM is best situated for representing the

Community; (2) SHRM is capable and willing to represent the Community and create policy therefore; (3) Employ Media has access to the management, marketing and business experience to see the .jobs sTLD business plan to completion and stability over the short and long run; (4) Employ Media is well-funded in this endeavor; (5) VNDS, as the contracted registry operator, is the premier technical registry operator on the Internet, and can guarantee operations and service levels up to and exceeding world-class levels; (6) the Community is desirous of a TLD answer to marketing and other HR concerns regarding jobs and particularly job postings on the Internet; (7) the Internet community is desirous of a simple, efficient and consistent manner in which to access job postings of an employer and/or a recruiter; and (8) a .jobs sTLD will in exemplary fashion solve the Community's and the Internet community's needs in this regard. Additional justifications and reasons for seeking this authority are stated throughout this proposal.

As discussed in Part A, Appropriateness of Sponsored TLD Community, operating in the interests of the Internet at large will be ensured by the agreement executed between ICANN and Employ Media. Furthermore, Employ Media will operate as set forth in this proposal, including providing an outreach program to the Internet (e.g., by a discussion board available to all), using the UDRP construct and sub-contracting registry operations to VNDS. The outreach program will ensure that all members of the Internet at large will have a forum (e.g., the discussion board at Employ Media's website) at which to be heard, and Employ Media will actively solicit commentary from the Internet at large at least on this forum. Use of the UDRP construct ensures that members of the Internet at large will have a venue and procedure with which to exert intellectual property rights with relation to the .jobs sTLD (any abusive registration which makes it through Employ Media's screening process). Use of VNDS guarantees technical administration that is world-class. Still furthermore, as discussed in Part A, Protect the Rights of Others, Employ Media will review the Qualification Document of each proposed registrant to guard against fraudulent registrations. The Internet at large is thus protected from IP abuse from obvious cybersquatters and nefarious registrants. In this light a company will not have pressure to "defensively" register a domain prospectively against cybersquatters.

As further detailed in Part A, Policy Making Process, opportunity for members of the Sponsored TLD Community to discuss and participate in policy formation is ensured by the multiple instances of Community input in the policy-making process. For example, SHRM will convene a Council (as defined therein) to oversee policy formation. This Council will comprise representatives of each of the varied interests and perspectives of the Community, e.g., including without limitation individuals representing the constituencies of small employers, large employers, union employers, non-union employers, government employers, private employers, international employers, academic employers, service employers, manufacturing employers, high technology employers, and recruitment companies. The Council will take input from any member of the Community, and may appoint task force(s) whose goal it is to solicit input and encourage participation by the Community in issues related to policy. Task Force Reports are posted to the Community for at least 15 days, and Community comments thereon are added to the Final Task Force Report. Community members are also able to discuss and participate through any of Employ Media's outreach programs.

Except as set forth herein (e.g., with relation to the UDRP process), no variation from existing ICANN policies is intended.

### Policy-Making Process

Policy is created by SHRM and implemented and enforced by Employ Media. Certain policies have already been created and are embodied in the Employ Media/SHRM agreement (examples of which are included below). Additional policies and modifications to current policies will be created, reviewed and accepted/rejected as explained below.

In its creation and evaluation of any policy, SHRM is contractually obligated to act independently of Employ Media and Employ Media's desires. SHRM is

contractually required to act in the interests of the Community.

Pursuant to the Charter, SHRM will create and oversee a Policy Development Council (the "Council"). At the beginning of each calendar year, the SHRM Executive Committee or its delegate will appoint to the Council for a one year term individuals representing the varied interests and perspectives (i.e., Constituencies) of the Community, including without limitation individuals representing the Constituencies of small employers, large employers, union employers, non-union employers, government employers, private employers, international employers, academic employers, service employers, manufacturing employers, high technology employers, and recruitment companies. SHRM will also select a Staff Manager to interface with the Council and perform Council-related activities.

The Council may consider new policies and/or any changes to current policies and/or the Charter (each, a "proposed amendment") if raised by either (1) Employ Media (the practices of which are discussed below), (2) the SHRM Executive Committee (which can act on its own volition in the best interests of the Community), or (3) the Community (which can input proposed policies/changes or request the same via any number of communication channels to SHRM and/or the Council, including on-line discussion boards, on-line forums, association meetings (formal and informal), a formal request (i.e., by email or mail to the Council), by member communication (if a SHRM member), etc.). The ability for any member of the Community to raise a policy or change will be clearly apparent via at minimum the SHRM website.

For each proposed amendment the Staff Manager will create a report (an "Issue Report") which, inter alia, details the proposed amendment and the policy(ies) affected by the amendment, the identity of the party submitting the proposed amendment and how that party is affected by the proposed amendment. The Issue Report will be created within 30 days of receipt of the proposed amendment. The Issue Report will be distributed to the Council for review.

Within 45 days of receipt of the Issue Report, the Council shall meet to vote whether to disregard the proposed amendment, approve it or appoint a task force for additional information. Approval requires majority approval vote. Upon approval the proposed amendment is forwarded to the SHRM Executive Committee and Employ Media for further processing. Upon a majority vote by the Council of disapproval, the proposed amendment is disregarded. The Staff Manager will report such to the amendment submitter, who may take no action or submit a revised proposed amendment. In any event, the results of the vote will be posted to the Community consistently with the principles of transparency.

If requested by the Council, a task force may be appointed for gathering information. The task force will solicit and gather information regarding the positions of various parties or groups (including the Community) as comprehensively as possible. The task force may solicit opinions of outside advisors, experts and/or other members of the public. The task force will create a Task Force Report which details all received information/reports, states the majority vote position of the members of the task force, and, if a majority vote position has not been reached, explains the differing positions of the task force.

A public comment period will last for 15 calendar days after the Task Force Report is publicly posted (e.g., at SHRM's website). Any individual or organization may submit comments during this time. At the conclusion of the comment period, the Staff Manager will attach all relevant commentary to the Task Force Report to create a Final Task Force Report which is submitted to the Council for review.

The Council will review the Final Task Force Report, may solicit the advice of outside counsel in this review, and will vote on the proposed amendment based upon the Final Task Force Report (with the same results detailed above regarding approval or disapproval).

Council-approved proposed amendments will be reviewed by the SHRM Executive Committee and Employ Media. Approval of both the SHRM Executive Committee and Employ Media is required for implementation. In this regard a "balance of

powers is achieved: no policy or amendment is implemented if not in the interests of the Community (as determined by SHRM) or if detrimental to the management of the sTLD (as determined by Employ Media). In the event that either the SHRM Executive Committee or Employ Media do not approve the proposed amendment, the submitter of the proposed amendment may request reconsideration (in writing) by the disapproving entity. If reconsideration is denied, the submitter may always resubmit the proposal or a modified proposal.

Employ Media will provide an "outreach" program via at least its website to provide a voice to the Internet community regarding management of the .jobs sTLD. Via an on-line communication channel (e.g., a discussion board, forum, etc.) Employ Media will solicit the opinions and comments of any individual or party regarding management of the sTLD. For example, Employ Media will provide a forum for requests for policy and/or charter changes. Any such submitted requests will be evaluated by Employ Media to determine if Employ Media will submit a formal proposed amendment based upon the requests. As an additional example, upon posting of a Task Force Report, Employ Media will provide a forum for commentary open to the entire Internet (including parties that for one reason or another do not feel appropriate in commenting via SHRM). Any relevant comments will be forwarded to the Staff Manager.

SHRM and Employ Media have already agreed upon certain policies (available upon request in the Employ Media/SHRM agreement). The Charter is an example. In an additional example, .jobs registrations will only be allowed for domain names which (i) are for the legal name(s) under which a proposed registrant does business (e.g., a trade name such as EIduPontdeNemours.jobs), for a name under which the proposed registrant is commonly known (e.g., dupont.jobs) or which includes such a legal or commonly-known name (e.g., dupontcanada.jobs); (ii) are based upon an application for registration which is submitted by a Qualified Applicant; and (iii) names as the registrant of the domain name the entity which is identified by the trade name or commonly known name. These current policies are only revisable/amendable via the policy making process described herein.

#### **A. Add new value to the Internet name space**

There is significant name value in the .jobs sTLD. The pursuit and maintenance of employment is one of the oldest and longest-lasting fields of human, institutional and social endeavor. The HR profession embodies this pursuit and maintenance. One word that both signifies and symbolizes this endeavor from both the perspective of the HR community and all employees (actual and prospective) is "jobs". Employment applicants want a job with an employer and HR managers are tasked with managing the pursuit and maintenance of jobs for the employer.

As previously noted, as of 2002 approximately 50,000,000 people had used the Internet in the pursuit of a job. The prevalence of job boards and entire businesses relating to the on-line job process (e.g., job postings, resume submissions, etc.) further illustrates the ingrained manner in which jobs and the Internet are currently entwined. When a potential employee accesses an employer's website for employment information, he or she is looking for a job or looking to learn about a job.

The search for a job (and related HR services) is an endeavor that has importance in every geographic region of the world, for every region has employers that need employees. The word "jobs" itself has broad international understanding in multiple languages, and does not have any negative or derogatory meaning in any other language. Since the pursuit of jobs is likely to continue as long as there are employers in the world, the .jobs sTLD has lasting value. Furthermore, since the string "jobs" is relatively short and easy to type (only 4 characters with no repeat characters) it is unlikely to be deemed an inconvenience (such as with a longer domain name), which will prolong its value. The string is similarly easy to spell, which will still further prolong its value.

The string is appropriate to the scope of the Community. As previously noted, members of the Community are generally tasked with promoting their employers to potential employees, usually in terms of available jobs. In this regard, jobs are the product which the Community needs to market. As such, the TLD string `jobs` is entirely appropriate, as it exactly identifies the product which is the main focus of the Community.

The string `jobs` is clearly differentiated from existing TLDs. On a character level, no other TLD is plural and no other gTLD begins with the letter `j`. On a conceptual level, no current TLD serves the same purpose. Other TLDs connote general business, commercial enterprise, non-profit organizations, educational organizations, museum organizations, cooperatives, airline industry enterprises, general information and individual countries. None of these TLDs are aimed at the HR community, and none are employment-specific.

Furthermore, Community needs regarding marketing and other uses regarding `jobs` are not being met by current TLDs at the second level. Either multiple levels of domains are required (e.g., third- and fourth-levels) or extended URLs are necessary (domain.com/jobs; domain.biz/other/jobs; etc.). There is no consistency, which leads to inefficiencies both within the Community and through the Internet at large. Such inconsistency and convoluted nature of current URL fixes (e.g., domain.com/xxxxx/jobs, etc.) complicates the Community's task of marketing their product (jobs). Such inconsistency confuses the general Internet community and is inefficient (e.g., bandwidth waste as job seekers must go through several entry pages until the employment page is reached).

The .jobs sTLD delivers a choice to end users and likely attracts new supplier and/or end user communities to the Internet. The choice is simple: if you are searching for information regarding jobs, an end user may still choose the old ways (drill down to a job page from the home site of an employer; use a search engine to try to find a job page of an employer, etc.) or may simply choose the streamlined approach of resolving to the companyname.jobs website. Use of the .jobs sTLD will not eliminate current choices (as the links on the companyname.com home website will now link to the companyname.jobs URL instead of the older companyname.com/xxxxxxx/jobs URL), just add a streamlined approach. Employ Media believes that this streamlined approach, along with the marketing advantage such gives to the Community, will result in at least new end user communities on the Internet, as ease and simplicity of access generally increases use. Furthermore, new supplier communities may evolve as members of the Community begin to address website design issues regarding their companyname.jobs site (e.g., if special design modifications are desired for the site).

The .jobs sTLD also delivers additional e-mail functionality to the Community and the Internet at large. For example, an e-mail address of `hr@companyname.jobs` can be used for job and/or HR-related inquiries, and `resume@companyname.jobs` may be used for resume submission.

Employ Media believes that the .jobs sTLD will enhance competition in the domain registration services at least as such relates to competition among the registrars. As multiple registrars become qualified to accept .jobs registrations (by e.g., becoming accredited ICANN registrars and entering into a standard registrar agreement with Employ Media), competition between such registrars will result. Historically speaking, such competition generally drives retail prices down, which may further increase demand for the domains. As many registrars have begun marketing a `turn-key, one stop-shopping` solution to many of their corporate or other-entity clients, maintaining additional registration(s) for .jobs domain(s) for each such entity will compliment their current services and marketing strategy.

It is further believed that, as a general proposition, the existence of an additional TLD will increase TLD registry competition. However, it is not anticipated that .jobs registrations will take away many current TLD registrations. However, certain subgroups of the Community may create significant competition among TLD registries. For example, independent recruiters are a key constituency of the Community. As a high percentage of

their on-line presence may comprise job listings (as their core business offering), it is anticipated that this constituency may choose to migrate from current TLD registrations (likely in .com or .biz) to .jobs. In this instance, competition with existing TLD registries will be enhanced.

As detailed above, the .jobs sTLD will have a broad geographic and demographic impact. The marketing and pursuit of jobs is truly global and generally spans all demographics. The Community is a global community, as illustrated by the prevalence of Personnel Management Associations (PMAs) throughout the world (e.g., the World Federation of Personnel Management Resources, of which SHRM is a founding member, has over 50 international association members spanning most continents). The mere existence of such broad and highly-populated HR associations in every geographic region of the world illustrates the significant size of the Community which the .jobs sTLD will serve. With the diversity of the Community and the flexibility of marketing that the .jobs sTLD gives members of the Community, Employ Media believes that in due time a large number of registrants will be attracted. Eventually, as knowledge of the .jobs sTLD permeates the knowledge of the general community of the Internet, end users will associate job hunting with the .jobs sTLD. They will come to expect that an employer (particularly large employers) will have a .jobs site, and will go directly to companyname.jobs first in search of job and other employment-related information. Recognizing this, members of the Community will take advantage of such an association and will be further encouraged to register their own companyname.jobs domain.

In this light the .jobs Charter is of significantly broad scope to encompass all members of the HR community, whether they choose to be a member of an association (or become certified) or not. Yet the Charter is not overly broad, and includes the significant limitation of requiring members of the Community to support the Code as a pre-requisite to becoming a Qualified Applicant.

#### Registrars

A .jobs sTLD further adds value to the Internet name space by fully incorporating the ICANN-accredited registrar community into the sTLD. Employ Media will encourage all registrars to become sellers of .jobs domains. As such, selection and engagement of registrars will be by objective criteria applied fairly to all; specifically, Employ Media will have standard registrar terms governing the relationship between Employ Media and each registrar which wishes to participate in the .jobs sTLD. Employ Media believes that there is little additional burden to registrars in selling .jobs sTLDs - Employ Media performs the task of applicant verification (i.e., reviewing the Qualification Document, the identity of the Qualified Applicant, the name of the proposed registrant, etc.), and the technical interface with Employ Media/VNDS is very similar to the current .com/.net registry/registrar interface (as it is provided by the same entity - VNDS). Employ Media believes that availability of .jobs registrations via multiple registrars would be a benefit to the Community (as a convenience factor), the Internet at large (also as a convenience factor) and Employ Media (in terms of, at least, marketing).

## B. Protect the rights of others

The .jobs sTLD has policies and practices which minimize abusive registration activities and other activities that affect the legal rights of others, and which further provide safeguards against unqualified registrations and ensure compliance with ICANN policies.

.jobs domain registrations are limited to the legal name of an employer and/or a name or abbreviation by which the employer is commonly known. As detailed in Part C, Current Operations I, all prospective registrants must submit a Qualification Document (generally speaking, third party written proof of status as an employer organization, such as, e.g., in the U.S., a Form 941) which will be reviewed by Employ Media for approval prior to authorizing registration. This will significantly minimize fraudulent entities from obtaining a registration. This will also minimize registration of a name by an entity which does not have such a legal name or is not commonly known by such a name. This will minimize cybersquatters and/or domain prospectors. Furthermore,



abusive overreaching applications (i.e., requesting domains which do not reflect the name of the entity (legal or commonly known)) will be rejected under this practice.

Unqualified registrations will be further minimized by the requirement of a Qualified Applicant to submit an application for registration. In the event an application is submitted without a Qualified Applicant, the application will be rejected. In the event an application is accepted with what turns out to be a fraudulent Qualified Applicant, the registration may be deleted.

All registrants are required to enter into a Registration Agreement. The Registration Agreement obligates the prospective registrant to support the Code, to certify that a Qualified Applicant has submitted the application, that the any statements made during the registration process (and in the Registration Agreement) are complete and accurate, that (to the registrant's knowledge) the registration or intended use of the domain name will not infringe upon or otherwise violate the rights of any third party, that the registrant is not registering the domain name for any unlawful purpose, that the registrant will not knowingly use the domain name in violation of any applicable laws or regulations, and that the registration is subject to ICANN's UDRP (as modified for .jobs) and all applicable laws (such as anti-cybersquatting legislation).

It is acknowledged that Employ Media's proactive screening processes may not catch 100% of all abusive and/or non-compliant registrations. It is further acknowledged that circumstances may change during a registration period, placing the registrant out of compliance with the Registration Agreement. In the event of a such a later-determined abusive or fraudulent application, a complaint may be filed under the UDRP and the registrant will have to submit to UDRP arbitration. During this action, an independent arbitrator will determine whether the actions of the registrant have violated the Registration Agreement.

If so, the registration is subject to cancellation. Alternatively, in the event of an abusive or fraudulent use of a domain, the registrant is similarly subject to the UDRP and the prospect of cancellation. Via UDRP and other enforcement (e.g., via litigation) of the Registration Agreement, abusive and/or unqualified registrations are significantly minimized.

Employ Media further recognizes that there is an added risk of abusive and/or unqualified registrations during the start-up of the .jobs sTLD, and that such a time is of particular significance in terms of the legal rights of others. In this light, it is anticipated that .jobs will launch with at least one and more likely two start-up periods.

A first start-up period would be limited to a pre-defined pool of Qualified Applicants and registrants. Such a restriction is related to the interests of the Community, i.e., they would encourage registration by the registrants which have the most significant impact on the Community. Furthermore, it is of benefit to the Community that Qualified Applicants be expeditiously validated. In this light, the first start-up period will be limited to Qualified Applicants who can supply written documentation to Employ Media that they are a registered member of SHRM or a similar Personnel Management Association (such as a PMA which is a member of the World Federation of Personnel Management Associations - www.WFPMA.com). During this initial launch phase (expected to be the first six months), Employ Media will target its resources and outreach to this pre-defined pool of Qualified Applicants. Upon completion of the six month period, Employ Media will report to ICANN the results of compliance conformity and, if scoring at or above a threshold value (e.g., 90%), will request to advance to the second start-up period.

The second start-up period, also to last six months, will expand the pool of Qualified Applicants to the same pool as during standard operation of .jobs. After this six month period, Employ Media will again report to ICANN the results of compliance conformity, and if scoring above a threshold value, will advance past the start-up period to normal operations.

During normal operations, Employ Media may seek the assistance of Verification Partners to assist and streamline the registration process. Employ Media understands that many employer organizations must already comply with third

party requirements regarding proof of employer status. For example, most automated payroll services, such as ADP, require proof of employer status. Employ Media will seek relationships with Verification Partners of the global community where such proof of compliance may be shared and is consistent with the geographic jurisdiction of the applicant.

It is believed that such a dual start-up period construct will alleviate many abusive registrations and "legal rights" claims.

It is acknowledged, however, that during either of the start-up periods, that multiple potential registrants may apply for a single .jobs domain name. If, after Employ Media's screening practices, more than one qualified potential registrant remains, an attempt will be made to resolve the situation among the qualified parties. As the best interests of the Community reflect a desire to have employers accurately associated with a .jobs domain, parties will be encouraged to implement a mechanism which allows all users to accurately resolve to the employer of choice (e.g., a general redirection page) or to decide among themselves which entity will get the registration. In the event that a resolution can not be achieved, the applications will be reviewed by Employ Media to determine if any priority can be determined based upon the established guidelines. For example, it is anticipated that an exemplary guideline would be that an applicant for an exact legal name would take priority over an applicant for a commonly-known name which is not a legal name.

In the event no such priority exists (or if more than one applicant remains after such a screening), a random priority will be determined. The randomly-determined top priority applicant will be provisionally indicated as the registrant. All additional potential registrants which were in the random drawing will be ranked by the random draw. Each such ranked potential applicant will be given an opportunity within a limited time frame to file a stream-lined .jobs-modified UDRP complaint against the provisional registrant to determine priority of rights. The winner of the UDRP action may then be challenged by the next-in-line ranked potential applicant until all potential applicants have had the opportunity to make a UDRP case. Upon the conclusion of this process the last remaining potential applicant is allowed to register the domain name.

It is not anticipated that such a situation will arise during normal operations, where "first come, first serve" will be implemented, subject to UDRP filings by subsequent parties based upon trademark/tradename rights, registrant use issues and/or registration issues.

### **C. Assurance of charter-compliant registrations and avoidance of abusive registration practices**

Several precise measures for discouraging registration of .jobs domain names that infringe the intellectual property rights of others are detailed in the proposal section immediately preceding this section. Additionally, it is noted that a major concern of other TLDs, namely, trademark infringement, is of lesser concern as such relates to the .jobs TLD. As the Charter and the current policies prohibit all registrations which are not trade names or commonly-known names, few (if any) applications for trademark.jobs will get through Employ Media's screening process. This means that there will be little pressure on current trademark holders to believe that they have to defensively obtain all of their "trademarks.jobs". One event wherein a trademark right may be affected is the instance wherein an applicant has a trade name and/or a commonly known name which is identical or confusingly similar to a trademark. In this event a trademark holder is free to file a UDRP action (as modified for .jobs). Of note, however, is the effect on likelihood of confusion of the .jobs sTLD. Namely, due to restrictions set forth in this proposal, a registration in the .jobs sTLD will be associated with an employer, and more particularly the HR aspects of an employer (and still more likely job postings). Each such matter would likely be highly fact-specific, however, and is more adequately addressed in a UDRP action or litigation.

Several precise measures for minimizing abusive registrations and ensuring that only charter-compliant persons or entities are able to register .jobs domains are also detailed in the proposal section immediately preceding this section,

including Employ Media's screening processes of requiring a Qualified Applicant and review of the Qualification Document.

A reserved list of names will be employed to prevent inappropriate name registrations. Furthermore, certain groups of domains will be reserved, such as, e.g., a list of occupational identifiers (e.g., the U.S. Bureau of Labor Statistics list of SOC occupations), industry identifiers (e.g., healthcare.jobs) and certain geographic identifiers (e.g., northeasternohio.jobs). These restricted lists are in addition to the restriction that .jobs domains comprise only trade names or commonly-known names. In the event other domains are made available for registration (which would require a policy amendment subject to Council and SHRM approval), such domains will be specifically enumerated (i.e., not creatable by an applicant) and will be pre-screened to remove any inappropriate names.

The .jobs sTLD will comply with all applicable trademark and anti-cybersquatting legislation. In the event of an inconsistency between such legislation and the procedures of Employ Media, Employ Media will revise its procedures to be in compliance therewith. In the event of such an inconsistency with the Charter or a SHRM-dictated policy, Employ Media will sponsor a proposed amendment to the Charter and/or policy and work with SHRM and the Council to create and implement compliant policy.

Protection for famous names and trademarks will be provided during the screening process of the Qualification Document by Employ Media. To the extent that a famous name or trademark is applied for which does not match (in Employ Media's best judgment) the name of the applicant on the Qualification Document (including proof of a "commonly known name"), the application will either be rejected or the applicant will be notified of a requirement for additional Qualification Documents relating to the issue of the famous trademark or name. In the event Employ Media allows such a registration, the holder of the famous trademark or name may pursue a UDRP action (as modified for .jobs) against the registrant (or may pursue litigation).

Safeguards will also be taken to minimize abusive transfers. A .jobs registration may not be transferred between different registrants until the transferee has submitted an application by a Qualified Applicant, submitted a Qualification Document which has been approved by Employ Media, and otherwise complied with the standard requirements for a qualified registrant. Such submission will not be required for a registrar change.

Of note, where in this proposal it is indicated that a Registration Agreement will be entered into, or that a Qualification Document must be received, or that a registrant must agree to submit to the UDRP, it is understood that such actions will take place integrally with the registrars. For example, Employ Media will require all registrars which accept .jobs sTLD registrations to require a registrant to agree to a Registration Agreement containing terms described in this proposal. Employ Media will be a named third party beneficiary with strict enforcement rights. Qualification Document(s) may be received by the registrar and then forwarded to Employ Media for screening. All registrars which accept .jobs registrations will be required to adopt the ICANN UDRP.

#### **D. Assurance of adequate dispute-resolution mechanisms**

The .jobs sTLD will adhere to the ICANN UDRP (i.e., Employ Media will require all registrars which register .jobs domains to adhere to the UDRP), modified as set forth herein. It is anticipated that the UDRP will be used in at least three instances: (1) resolving post-registration claims regarding the domain name itself; (2) resolving post-registration claims regarding use of the domain name; and (3) during any start-up phase(s).

The standard UDRP policy will be modified as follows for .jobs TLD disputes:

The requirement that the domain name is identical or confusingly similar to a trademark or service mark in which the complainant has rights is modified to include "...confusingly similar to a trademark, service mark or trade name in

which the complainant has rights or the name under which the complainant does business...□. This will grant standing to an entity based upon the entity's trade name or name under which it does business.

The requirement that a complainant show that a domain has been registered and is being used in bad faith is modified to require a showing that the domain has been registered and/or is being used in bad faith. This modification will allow a claim based upon bad faith on the part of the registrant during either registration or use.

Additional indicia of bad faith use will be added. These indicia will include (1) use of the domain name inconsistent with the Code and (2) use of the domain name in connection with a list of prohibited uses, which will include pornography (except for employment therein to a named employer), hacks/cracks content, etc. The list of prohibited uses will be compiled by Employ Media with the assistance of SHRM to identify uses which the Community desires to be prohibited.

Currently enumerated circumstances for proving a right and legitimate interest will be amended to include trade names and names under which business is done where trademarks and service marks currently are noted. A showing of bad faith registration or use, however, will be considered as prima facie evidence of no legitimate interest.

The remedy requested provision will be revised in the event transfer is required. Transfer as a remedy will only be effectuated after the successful complainant has otherwise qualified itself to Employ Media's satisfaction as a qualified registrant for the domain name at issue (including submitting a Qualification Document approved by Employ Media, etc.).

With regard to resolving post-registration claims regarding the nature of the domain name itself, a claimant will only have standing for a UDRP action if it can prove the first modified prong of the UDRP. In other words, such a claimant must have rights in a trademark, service mark or trade name, or do business under a name, which is confusingly similar to the registered domain name. This is actually broader than the standard UDRP. To win, a complainant must show bad faith registration or bad faith use. If victorious, the remedy is cancellation unless the complainant can otherwise make a showing to Employ Media that it is a qualified registrant for the domain name at issue.

A complaint may also be filed under the UDRP for bad faith registration or use of the domain name. Under this type of complaint, the complainant need not prove the first prong of the UDRP (relating to confusing similarity), but the only possible remedy from this type of UDRP claim is cancellation. If a claimant wishes a transfer, it must file a UDRP action under post-registration claims regarding the nature of the domain itself. The difference is a complaint filed under the former will be used by a complainant with its own rights in the domain (i.e., is its own business name), while the latter complaint relates to registration and use of the domain and may be filed by anybody (e.g., Employ Media may file a complaint under this theory to cancel a domain which Employ Media believes is being used inconsistently with the Code). Upon consulting with SHRM, Employ Media will determine whether a claim filed under the latter theory will allow third parties (such as SHRM, the Council or Employ Media) to file amicus curiae with the arbitrator of the claim.

A modified version of the UDRP may be used during any start-up phase, if multiple Qualified Applicants apply for the same domain.

#### **E. Provision of ICANN-policy compliant WHOIS service**

The .jobs TLD will operate with a thick registry (see Part E of this proposal). VDNS will maintain a shared registration system for all accredited registrars who register .jobs domains. WHOIS access will be facilitated in compliance with ICANN policies. It is anticipated that information will be provided which is consistent with the WHOIS information currently provided in other TLDs, including identification of the registrant and contact information therefore, administrative, technical and billing contacts, creation and expiration date

and DNS settings.

It is not anticipated that the identity or information regarding the Qualified Applicant will be made generally available. An exception may be made for UDRP filings or litigation, but confidentiality may be required by a recipient in such a situation. The Qualification Document will not be made generally available. A similar exception may be included for UDRP filings or litigation, but any such disclosure will only be under strict confidentiality requirements.

For technical details regarding how a complete, up-to-date, reliable and conveniently accessible WHOIS database will be provided, see Part E of this proposal.

Employ Media ensures that the .jobs WHOIS database and access thereto will comply with emerging ICANN privacy policies, if and when they become approved.

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## **EXHIBIT C**

**.jobs Response to Sponsorship Questions Promulgated on June 17, 2004**

1. Please provide signed letters that are representative of all parts of the Community that you propose to represent, detailing the particular reasons for their support. You should include similar letters from all supporters mentioned in you application. (Note: we wish to assess the breadth, as well as the depth, of support.)

Answer:

Please see the attached .pdf file which contains a signed copy of each letter from the following:

Name	Position	Company
Lev Gonick, Ph.D.	Vice President for Information Technology Services/CIO	Case Western Reserve University
Scott DePerro	Managing Partner	Goldstar Holdings, Ltd.
John Graham	Chief Executive Officer	Nationwide Advertising Service
Ray Leach	President & CEO	JumpStart Inc.
Susan R. Meisinger, SPHR	President & CEO	The Society for Human Resource Management
Gary Rubin	Vice President Publications and New Media	The Society for Human Resource Management
Jamie Kellner	Chairman	ACME Communications, Inc.
Martin Pompadur	Chairman	News Corporation Europe
Raynor Dahlquist	Acting Vice President	VeriSign Naming & Directory Services
Ray Fassett	Vice President	Employ Media LLC
Thomas J. Embrescia	Chairman	Second Generation Ltd.
Scott Finerman	Treasurer	Second Generation Ltd.

Employ Media may supplement this list with additional letters of support, as agreed with Ms. Miriam Sapiro, until and including June 28, 2004.

2. Please elaborate, consistent with the RFP criteria (concerning enhanced diversity of the Internet name space), how the new sTLD would create a new and clearly differentiated space, and satisfy needs that cannot be readily met through the existing TLDs.

Answer:

I. Distinct Message

Current TLD's connote general business, commercial enterprise, non-profit organizations, educational organizations, museum organizations, cooperatives, airline industry enterprises, general information, individual countries, and individual users. With the exception (by design) of gTLD's, each has a diverse purpose or mission for existence in the DNS name space.

The .jobs TLD is to connote jobs. It is to be a name space for employers. Or more specifically, the Community of members tasked to carry out the very distinct organizational mission of communicating employment opportunities and benefits of the organization. This communication is a common mission that transcends size, location, products, services, or whether designated for-profit or non-profit. Jobs are the product that the Community needs to market on behalf of its employer. Community focus is not to market commerce, airports, museums, individual names, not-for-profits, or cooperatives. The focus is to bring jobs to the market place and the .jobs TLD provides an exact navigational identifier to provide employment related purposes not fulfilled by the intended mission or purpose of any other TLD. This message makes .jobs distinct and differentiated.

## II. Community Task and Opportunity

It is a function of every employer business to promote and otherwise make available employment opportunities. No existing TLD fits this distinct and differentiated mission. The strength of the diversity resides within the Community tasked to carry out this organizational mission. This Community has long established itself as one tasked with the responsibility to market jobs. People recognize, and rely upon, this Community for this diverse purpose. It is a differentiating factor.

In reality, the diversity of this Community is characterized by their shared goals, challenges, and objectives regardless of other business influences such as competitive pressures or physical geographic location. Recruitment is a main staple of this Community. No other Community is recognized for the same traits and focus as that of the HR Community. And this is what defines the diversity of this Community. Diversity of the name space is to be achieved from within the Community in the very same capacity it has historically proven capable through its use of media that long pre-dates the Internet.

The general populace (those seeking employment opportunities to the tune of over 5,000,000 per day) rely upon this Community for its distinct and differentiated purpose and mission on behalf of the employer organization. This reliance has translated to the Internet in a manner that has increased year-over-year. It is a distinct and differentiating factor. The opportunity for the name space, in its own evolution, is to translate this diversity through this mobilized Community vehicle via a focused TLD to serve this purpose and focus. No existing TLD maximizes this opportunity nor can one readily meet such purpose. DNS is a crucial communication tool of this medium. And the top level identifier is indeed a crucial point of differentiation.

The marriage of a TLD with the focus of employment recruiting offers differentiation for the employer organization, the distinct Community tasked with this mission, and the general Internet population that has historically relied upon this Community. The Internet medium has served to increase this reliance level in a manner unparalleled prior to. Diversity and differentiation of the name space will derive from the Community because it has proven this capability, or relationship with the labor market, long before the advent of the Internet, DNS and TLD's. It is a proven source. Again, the opportunity is for the TLD naming arena to take full advantage of this at a time it is able by way of willing, motivated, and very qualified participants – each expert in their respective fields of HR, technology, and promotion - that have come together to place this



application forward in a manner that conforms well to a myriad of complicated issues that have, in the past, proven elusive to its own evolution.

### III. Representing the Company Name

.Jobs is an innovative naming tool, to reside at the top level, to marry the company name directly to its employment opportunities that provides a resource locator far more closely related to the historical relationship of employer and job seeker. This marriage correctly falls under the jurisdiction and mission of the HR community, on behalf of the employer organization, and is the source job seekers would expect. This is a differentiating factor of the .jobs TLD as no existing TLD, standalone, provides or was created to provide, the job seeker this assurance.

The Community carries a distinct purpose and message within the Internet medium, commonly known now as e-recruiting. It represents the company name in the mission it is charged to carry out that includes the World Wide Web of which URL's remain an important source. Motivated job seekers, in the traditional sense, recognize the company name as an identifier. The basis of this motivation, for the job seeker, is for the specific purpose of employment related opportunities in relation to the company of interest. This naming relationship – of the two groups being employer and job seeker - is already well recognized and ingrained within the recruitment process and has been for decades. The Community has long represented the company name with little confusion but certainly for a differentiating reason and purpose.

Today, millions of employment URL's in existence represent the distinct purpose. Put another way, employers have employment URL's. But one is not going to confuse the purpose of an employment URL to that of a home page URL or, for that matter, the purpose of any other URL. This is a distinct and differentiating factor not be confused or inferred that current TLD's readily meet the need of this company name relationship between employer and job seeker. In fact, .jobs is an innovative top level approach to address a default evolution that is more of a derivative out of necessity for the Community to carry out its assigned task.

Today it is quite logical to reason the facilitating nature of exchange of the Net that has impacted, if not revolutionized, the relationship between employer and job seeker would produce a particular value equation for all concerned; a value equation that is increasingly maximized the more efficiently the Community can direct the labor market to the exact navigational destination of its employment opportunities. Tools or products that provide the Community this opportunity is a differentiating factor and purpose of the .jobs TLD.

### IV. Innovation

Innovation includes the improvement of products and services and is what drives differentiation. .Jobs is differentiation of the name space by way of innovation that is able to remain within the scope of DNS functionality in its most pure sense (i.e. the product of simple domain name resolution). Fragments of the Community have made an attempt to innovate under current naming constructs. One is example is the FBI that moved away from .gov to fbijobs.com as a method of differentiation to its jobs page.

The employer URL is representative of a Community purpose, or organizational mission, well understood by the labor market. The evolution of the companyname.jobs name space will be a mirror image that absolutely includes differentiation in a manner that is consistent to what this Community has historically proven to be representative of, including its more recent history of participation with DNS resource locators. People understand the purpose, mission, and differentiation of an employment URL, as confusing, absent of conformity, or long winded as these may be today within current default naming structures available. .Jobs is improvement of a product, in this case being employment URL's, to the benefit of the Community and job seeker relationship. It is innovation at the top level that inherently means differentiation to those that interact with it, potentially in the millions per day.

Community participation with employment URL naming schemes to date is further evidence that this differentiation will translate to the more simplified top level name space structure but is in reality simply consistent with the historical relationship this Community has shared with the labor market on behalf of the employer organization. .Jobs is to serve this purpose currently not satisfied, nor possible to be, by existing TLD's given the comparative purpose or differentiating factor for the existence of each. It is not reasonable to expect that TLD's created for entirely different purposes can satisfy this purpose for the Community it is intended to be created for in addition to the labor market it is obligated to communicate with. For reasons described here, .jobs is clearly an innovative, differentiation of the name space.

3. Do you have a plan for outreach to less developed countries to make the sTLD more global? And how can the sTLD improve the use of the Internet in that part of the world?

Answer:

The search for a job (and related HR services) is an endeavor that has importance in every geographic region in the world, for every region has employers that need employees and potential employees who need a job. While the volume and/or density of employers/employees may be greater in more developed countries than in less developed countries, HR services (including job posting and searching) play an important role in every country, including less developed countries. In this light, the marketing and pursuit of jobs is truly global and generally spans all demographics, including those typified in less developed countries.

Employ Media believes that this solidifies Employ Media's vision that the Community has great breadth and depth. The fact is that the Community is not just limited to members in more developed countries; wherever there is employment, wherever an employer seeks employee(s), wherever the human element of an entity is managed, the Community exists. This is true in most, if not all, less developed countries.

Employ Media plans to promote the .jobs sTLD globally, to the entire Community, including representatives/members thereof in less developed countries. To the extent that entities and/or organizations exist which endeavor to promote employment and/or human resources in less developed countries, Employ Media will seek to work with such entities and/or organizations in order to promote the .jobs sTLD therein.

For example, it is anticipated that the initiation of the .jobs sTLD will begin with one or more start-up periods, the first of which is currently planned to be directed to employers who employ or are represented by Qualified Applicant(s) who are registered members of a Personnel Management Association (a "PMA"), such as a member of the World Federation of Personnel Management Association ("WFPMA"), of which SHRM is also a member. PMA's exist throughout the world, including representing Community members in less developed countries. Employ Media plans to promote the .jobs first start-up period by targeting such PMA members. To the extent Community members of less developed countries are represented in such a PMA (which is a near certainty in light of the global presence of PMA's), they will be specifically targeted by Employ Media.

In a further example, SHRM boasts membership in over 120 countries, including some which may be considered "less developed." Employ Media and SHRM anticipate particular outreach to all SHRM members in terms of .jobs sTLD promotion. Such an outreach will clearly extend to such members in less developed countries.

In still a further example, both Employ Media and SHRM are committed to and will promote openness and transparency in managing the .jobs sTLD and in policy making. See, Part B - Application Form (Openness and Transparency). This includes providing mechanisms, including internet forums, for soliciting Community input and disseminating .jobs sTLD information. All Community members of less developed countries, and indeed all people in less developed countries, will be invited to access such forums, receive the information and voice their opinion in .jobs-related matters.

The .jobs sTLD can improve the use of the internet in less developed countries by providing a simple, easy and intuitive way for potential employees to connect to prospective employers. A difficulty prevalent in less developed countries regarding the Internet is a lack of education in how to use the Internet. Users (potential employees) in less developed countries may be less likely to find a prospective employer's jobs-related postings because of the current complexity and lack of standards regarding how such job-related postings are located on the Internet (such as the disparity in job-related URL's -- see, Part B - Application Form, Part A (Add new value to the Internet name space)). Similarly, employers face the additional task of educating potential employees about how to get to their job-related URL's. These tasks will be greatly simplified by a registration in the .jobs sTLD, thus facilitating connection between the potential employee and the prospective employer.

## **EXHIBIT D**



# Internet Corporation for Assigned Names and Numbers

31 July 2004

Brian Johnson  
Employ Media LLC  
3029 Prospect Avenue  
Cleveland, Ohio 44115

via email: [bjohnson@calfee.com](mailto:bjohnson@calfee.com)

Re: New sTLD Applications: Status Report

Dear Mr. Johnson:

ICANN is pleased to provide this status report concerning your application for designation of a new Sponsored Top-Level Domain (sTLD). As you know, applications for new sTLDs were submitted in response to ICANN's Request for Proposal (RFP) issued on December 15, 2003.

After initial review of the applications for completeness by ICANN, we requested that an independent panel of experts convene to evaluate them against the criteria established by the RFP. The Evaluation Team that was formed consisted, respectively, of three internationally diverse panels of experts to examine the applications on technical; business/financial; and sponsorship/other issues. To be clear, panel members are not from ICANN staff or Board; they are independent experts. Each panel met formally six to eight times by teleconference. Between each formal meeting, the teams worked diligently and thoroughly to discuss the selection criteria, analyze the applications, review public comments and assess the extent to which each proposal satisfied the different parts of the RFP. Additionally, as you know, the teams posed a series of questions to each applicant in an effort to obtain additional information or to clarify points within the application. At every step, the applications were evaluated on their own merits, in an objective and fair manner.

ICANN has received initial reports from the three panels of evaluators. A status report based upon those findings will be provided to each applicant within the next four weeks. The extent to which any clarifications may be necessary depends on the nature of each proposal. For this reason, we have decided to allow each proposal to progress on its own timetable. In order to enhance transparency and understanding of the sTLD selection process, the evaluation reports will be released publicly, as soon as all applicants have concluded the process and applicants have been given an opportunity to reasonably redact proprietary information.

The .jobs application was found by the evaluators to satisfy the baseline criteria in the RFP relating to business/financial issues. The evaluators have raised questions regarding the technical criteria that will need to be addressed with you. ICANN is preparing the report so that you may review and address any remaining technical issues in order for the application to move forward. With respect to sponsorship criteria, an initial report has been written but there are additional steps required before the evaluation will be considered completed. If it is determined that the technical and sponsorship criteria have been met, the application will proceed immediately into technical and commercial negotiation. We shall be in contact with you during the next four weeks to discuss these issues and the progress of your application.

Thank you for your patience and understanding as we work diligently to examine them.

You shall be contacted as soon as possible with additional information. In the meantime, please do not hesitate to contact me with any questions.

Sincerely,

Kurt Pritz  
V.P., Business Operations

cc: Scott Finerman  
John Jeffrey, ICANN General Counsel

# EXHIBIT E

Appendix D - Evaluation Reports – Technical

## NEW sTLD APPLICATIONS

### EVALUATION REPORT

Prepared for the  
Internet Corporation for Assigned Names and Numbers  
(ICANN)

#### Section I: Report of the Technical Team

Ólafur Guðmundsson, Chair  
Patrik Fältström, Co-Chair  
Nii Quaynor

class=Section2>



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## **INTRODUCTION**

1. The Technical Evaluation Team began its work on May 28, 2004. The Team met six times by teleconference between then and June 30, 2004. During and between these meetings, the proposals for new sTLDs were discussed and assessed against the selection criteria established by the Request for Proposal (RFP) issued by ICANN on December 15, 2003.
2. The Team exchanged a large number of email messages concerning proposed findings, analyses and questions that remained to be answered. The questions were tailored to each application and sent, along with questions from the other Evaluation Teams, to each applicant for response.
3. The Team's overall approach was to gather first information on all the proposals, then identify any issues or concerns with each one, and finally to judge whether they satisfied the RFP criteria for Technical Specifications. If the application was not clear, but the answers to our questions provided clarifying information, we relied on the latter information.

## **METHODOLOGY**

The Team judged all proposals on the basis of the RFP criteria, including:

- R1 Evidence of ability to ensure stable registry operation, including necessary validation services needed;
- R2 Evidence of ability to ensure that the registry conforms with best practice technical standards for registry operations;
- R3 Evidence of a full range of registry services, including exit strategy, escrow systems and diversity in DNS operation;
- R4 Assurance of continuity of registry operation in the event of business failure of the proposed registry.

Discussion of which applications met these criteria included consideration of several factors, all of which relate to the RFP and best general practices. These factors include:

E1 Ability to register names and operate Registry, DNS and other services associated with a TLD. Applicants that used current operators of a (relatively) large TLD were judged on their processes and track records; other applicants were judged on the description of their plans to operate the registry and DNS system. All applicants were judged on various performance criteria, as well as their disaster recovery preparations.

E2 Ability to screen all registrants as to their suitability for registration in the TLD. This included a description of how the screening entity will communicate with the registry. The Team was in particular interested in how well this aspect of the proposals

would operate globally, so as not to discriminate against any potential registrar or registrant.

E3 The impact of the proposed TLD on the Internet, and whether its introduction was likely to have side effects on the operation of the Internet.

E4 In addition, the Team was pleased to see some innovation and experimentation, although this was not a basis for selection. A few proposals aimed at doing new or different things.

E5 The Team also asked for clarification from the applicants about their plans for compliance with new and future IETF standards. This information, however, was used only for informational purposes, and to check on the consistency of various sections of the proposals. No applicant was disqualified because of this information, or its lack of plans to deploy one or more of these technologies. All the applicants stated that they will use EPP for their registry (as well, in some cases, other registration protocols).

#### Other Considerations:

1. The Team also considered the public comments submitted to the ICANN websites established for that purpose.
2. The Team also took the following documents into consideration to evaluate some aspects of the proposals:
  - RFC2826 "*IAB Technical Comment on the Unique DNS Root*";
  - RFC3675 "*.sex Considered Dangerous*";
  - Internet-Draft "*DNS choices*" (<http://www.ietf.org/internet-drafts/draft-ymbk-dns-choices-00.txt>).
3. Namespace effects; some of the proposals would create new namespaces that have no relationship with either existing registrations in DNS, or other existing namespace. Others are tied to either registrations in other domains, or namespaces not related to the DNS. It was important for The Team to identify whether bindings exist, and if so, (a) what process is in use to reflect changes in the inherited namespace; and (b) how that process is implemented.
4. The Team took into account that the state of the art in operating registries and registering domain names has advanced significantly since the last time TLDs were created, resulting in a lower barrier of entry for new registries.

## ANALYSIS

A number of the proposals use established Registry, DNS and Whois providers. In these cases, the Team examined evidence of compliance with ICANN standards and operating history. In all such cases, the operators passed. In addition, the Team asked these

operators to provide more details on their disaster recovery preparations and practices. In most cases the Team was fully satisfied with the answers, unless noted below.

When a proposal discussed services not provided by current TLD operators, we did further investigation and asked for clarifications. In some cases our questions were answered on a technical level, but in others the applicants provided policy-oriented responses that did not satisfy the Team.

One question we asked all applicants was whether the registry was going to be “delegation-only.” This implies that registrants can only get delegations from the TLD (NS and possibly, in the future, DS records stored in the TLD). Some of the proposals had indicated this was not the case, and we wanted clarification of the exact plans. The Team was mainly concerned with the difficulties registrars could have in registering DNS records other than NS, A and AAAA.

On the subject of disaster recovery, the Team would like to make some general comments, even though most applicants satisfied the RFP criteria for preparedness. These comments should be considered in the nature of possible guidelines for ICANN registries.

1. Geographical separation: In light of the large electrical outages in some power grids that occurred in 2003 (e.g., in the Northeastern United States, in Italy, in Scandinavia and elsewhere) more attention should be paid to wide location of data centers.

2. Practice: Registries should practice fail over from one data center to another one once every two years. This is a disruptive test that may lead to outages for up to 6 hours, so it needs to be planned in advance and advertised widely to registrars.

The Team would also like to comment on inheritance between namespaces. If an applicant wants to make it easy for existing holders of an identifier to get a domain name in their domain, we call that inheritance. In other words, “If you have A, then you can get A.sTLD.” This is regardless of whether A is a domain name outside of the sTLD or a registered item in a non-DNS namespace. The issues the Team has watched carefully include:

- What is the policy for the situation when registration of origin of A changes. How is this detected in the first place? How is this policy implemented technically? What is the risk for changes of A (for example, if owner changes) so the registration of A.sTLD is no longer possible according to the policy of the sTLD? Is there a risk for an attack on the namespace itself in this window? If so, how is this attack prevented?
- Is it clear owners of A and B can get A.sTLD and B.sTLD, or is there a risk of collision where A and B both lead to registration of C.sTLD? If such a risk exists, what is the dispute resolution policy? If the mapping is not 1:1, is the overall theory of the sTLD true?
- If someone holds the registration of A but in general is not interested in registering A.sTLD, is there a risk A will be forced to register A.sTLD for defensive reasons, to prevent someone else from registering it?

The Team examined these questions very carefully from a technical perspective, including with respect to implementation.

---

## **.asia**

This is a proposal that is aimed at providing a general open namespace that covers a geographical region. This is different than most country TLDs that only cover one country. The aim is to provide geographically focused naming from a single root (.asia etc...). There is no need for any external validation eligibility as there are no admission criteria (just like .com). The proposal mentioned a residency requirement, but there is no mechanism to enforce it except by a third party registration challenge. As such, from a technical perspective we consider .asia to be an open TLD for all practical purposes.

### **A. Evidence of ability to ensure stable registry operation**

For operations, the applicant proposes to use an established Registry and DNS operator – Afilias – with a good track record. The operations therefore meet or exceed all ICANN standards.

The Evaluation Team did not see any instability in naming introduced by this proposal other than the normal ones of introducing a new open TLD. The proposal advocates the extensive use of IDN in this TLD.

### **B. Evidence of ability to ensure that the registry conforms with best practice technical standards for registry operations**

The Evaluation Team did not see any issues of concern with respect to these criteria.

### **C. Evidence of a full range of registry services**

The Evaluation Team did not see any issues of concern with respect to these criteria.

### **D. Assurance of continuity of registry operation in the event of business failure of the proposed registry**

The application does not fully satisfy this requirement, but it does to a reasonable level. Escrow is set up before the TLD goes live.

### **Recommendation:**

In light of these factors, we believe that .asia meets the technical selection criteria set forth in the RFP. Accordingly, we recommend that it be approved on technical grounds.

---

## .cat

This was a rather innovative proposal. It ties a domain name to a language and culture, which has not been done before. The proposal is clear that this is an experiment. As such, it lays out a clear exit plan if the experiment fails, including provisions for the return of the TLD to ICANN. The proposal sets preconditions before registrations can go live, and monitors registrants for compliance with TLD policies.

The proposal and subsequent answers from the applicant explained in great detail the technical process of interaction between the Registry and Sponsoring Organization, including the visible effects of each step in the process. There are no Internet stability issues related to the introduction of this domain.

### **A. Evidence of ability to ensure stable registry operation**

.cat proposes to use an established registry and DNS operator – CORE. This operator does not have a track record of operating a large-scale DNS operation, but .cat does not expect its size to be large. The Evaluation Team is thus satisfied with the operational aspects of the proposal and expect the operations to meet or exceed all ICANN standards.

The Sponsoring Organization and the validation organization have to be set up. In any new process, some glitches are to be expected. But this proposal has explained in great detail its design, thereby minimizing any concerns of the Team.

The Evaluation Team did not see any instability in naming introduced by this proposal, other than the normal ones of introducing a new TLD. The proposal advocates the extensive use of IDN in this TLD.

### **B. Evidence of ability to ensure that the registry conforms with best practice technical standards for registry operations**

The bandwidth to the sponsor is small but should be sufficient, unless there is a sustained spike in registrations.

Geographical distance between the sites is lower than the Team would like to see. As noted above, this is a subject ICANN should issue guidelines on.

### **C. Evidence of a full range of registry services**

The Evaluation Team did not see any issues of concern with respect to these criteria.

### **D. Assurance of continuity of registry operation in the event of business failure of the proposed registry**

This proposal has a clear exit strategy. If registrations are below a certain level the SO would close registrations and, when the last one expires, return the TLD to ICANN.

The Evaluation Team did not see any issues of concern with respect to these criteria.

### **Recommendation:**

In light of these factors, we believe that .cat meets the technical selection criteria set forth in the RFP. Accordingly, we recommend that it be approved on technical grounds.

Note: We realize that this is an experiment to examine if a TLD can be used to connect distributed members of a culture that spans multiple countries. If this experiment is a success there may be others to follow, and ICANN might want to start to think now about appropriate rules for naming conventions (covering, for example, the string).

---

### **.jobs**

This proposal for a sponsored TLD intertwines content with the right most label of the domain name (i.e. making it clear the domain name is related to things which have to do with “jobs” for an already existing domain name <existing-domain>.jobs). The team has some concern that the proposed change in how the job market operates may be confusing or disruptive for job seekers. The activity of searching for a job is frequently aimed at the websites of the target companies. In this case, creating a new namespace may actually make it harder for those in search of a job to find one. While this is not primarily a technical concern, it would constitute a use of the DNS that could complicate, rather than simplify, use of the Internet.

#### **A. Evidence of ability to ensure stable registry operation**

For operations, the applicant proposes to use an established Registry and DNS operator – VeriSign – with a good track record. The operations therefore meet or exceed all ICANN standards.

Jobs has a validation system in place that works for the United States and Canada, but the rest of the world is not covered. The documentation of the validation process was not technically detailed enough to convince the Team that there is a high probability of success.

The proposal mentioned compliance with policies and value added services, without going into great detail. Most of these points did not raise any concerns with the Team.

#### **B. Evidence of ability to ensure that the registry conforms with best practice technical standards for registry operations**

The Evaluation Team did not see any issues of concern with respect to these criteria.

#### **C. Evidence of a full range of registry services**

The proposal describes the admission criteria laid out for assessing the eligibility of registrations. The proposal and the supplementary answers describe at length how

compliance and registrations in the United States and Canada would be handled, but there was no mention of how the TLD would check applicants from the rest of the world. The lack of global validation will make the TLD either US-centric or open to predatory registrations from outside the US. At present, the technical description of how the registry and external validator for registrations will communicate does not satisfy the Team.

The Team would also like to offer an observation about the proposed purpose of the TLD, while acknowledging that assessment of “Community Value” is within the purview of the Sponsorship/Other Team. The aim of this TLD is to make searching for jobs easier, but it seems much simpler to educate job seekers to use jobs.<company>.<tld> (jobs.<existing-domain-name>) than to figure out what the name of the company in .jobs is. For example, how to find jobs at example.ca? Would one search for: example-ca.jobs, or example.jobs, or random-name.jobs? The Team is therefore concerned that there will be little use of this TLD, and that it will consist mostly of registrations for purely defensive reasons.

#### **D. Assurance of continuity of registry operation in the event of business failure of the proposed registry**

The application does not fully satisfy this requirement, but it does to a reasonable level. Escrow is set up before the TLD goes live.

#### **Recommendation:**

From a technical perspective, we are not yet persuaded that the TLD .jobs will make the DNS a more useful navigational tool. We are also concerned about the validation criteria for registrants from outside North America, and whether the applicant understands the complexities of creating a reserved list for job categories that span many languages. We note that some of these concerns might be addressed in a way that would satisfy them.

In light of these factors, we do not believe that .jobs currently meets the technical selection criteria set forth in the RFP. Accordingly, we do not recommend that it be approved on technical grounds at this time.

---

#### **.mail**

The proposal is innovative by trying to create a more trusted TLD that would reserve a namespace for non-spamming email application. Registered domains are tied to registrations in other TLDs, which have – at minimum - been in existence for at least 6 months. The domain names are re-validated annually.

The amount of work the Sponsoring Organization would put into monitoring compliance and providing facilities to a large extent justifies the high price of registrations. The Team considers that the high cost might act as deterrent for abusive registrations, but at the



## **EXHIBIT F**

D - Evaluation Reports – Sponsorship/Community Value

NEW sTLD APPLICATIONS

**EVALUATION REPORT**

**Prepared for the  
Internet Corporation for Assigned Names and Numbers**

**Section III:  
Report of the Sponsorship  
and Other Issues Team**

**Dr. Liz Williams, Chair  
Mr. Pierre Ouedraogo  
Mr. Daniel J. Weitzner**

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## **I. INTRODUCTION**

The Sponsorship and Other Issues Evaluation Team (S&OI ET) have made their recommendations based on an analysis of each of the applications in response to the RFP released on 15 December 2003; on answers to supplementary questions from the applicants and the team's collective knowledge of ICANN and the management of the domain name system.

The S&OI ET had the most complex of the evaluation tasks with significantly more RFP criteria than the Business & Finance and Technical teams ranging across an array of different sTLD elements. In addition, the questions required, in some cases, subjective and futuristic judgments about how the applications may meet the criteria. We applied the criteria to each of the applications individually. We assessed the applications in the context of existing gTLDs, sTLDs and ccTLDs and our knowledge of ICANN's historic (but relatively new) approach to these issues.

We found that this round of applications takes ICANN into new territory, especially with respect to the market for domain name registration services and the services required of registry operators; the economic and policy environment in which the new sTLDs would operate and the social policy context of global DNS governance. These factors, whilst outside the direct scope of the RFP, reflect the reality of the environment in which new sTLDs would operate.

## **II. SELECTION CRITERIA**

A brief discussion of the selection criteria is necessary to put into a precise context the way in which the analysis was constructed and to give some background on how the S&OI ET arrived at its conclusions.

The S&OI selection criteria were grouped into two major parts - Sponsorship Information and Community Value. The criteria relating to Sponsorship Information are divided into four sections. The criteria concerning Community Value fall into four sections. We have reprinted all of them here for easy reference to each of the applications and our response to the applicants.

### ***1. Sponsorship Information***

#### ***A. Definition of Sponsored TLD Community***

The first section revolved around the notion of sponsored communities; appropriate sponsorship arrangements and an understanding of how common needs and interests of the applicant group could be differentiated from the global Internet community. The

RFP required precise definition of a sponsored community; evidence that that community would benefit from the establishment of an sTLD and evidence that the community would be involved in policy formulation.

**RFP: The proposed sTLD must address the needs and interests of a clearly defined community (the Sponsored TLD Community), which can benefit from the establishment of a TLD operating in a policy formulation environment in which the community would participate. Applicants must demonstrate that the Sponsored TLD Community is: precisely defined, so it can readily be determined which persons or entities make up that community; and comprised of persons that have needs and interests in common but which are differentiated from those of the general global Internet community.**

*B. Evidence of support from the Sponsoring Organization*

The second section of the RFP looked for direct evidence of support from the Sponsoring Organization for the application. In some cases, the applicant and the Sponsoring Organization were the same entity, in other cases there was a close connection between them.

**RFP: Applicants must: provide evidence of support for your application from your Sponsoring Organization; and, provide the name and contact information within the Sponsoring Organization.**

*C. Appropriateness of the Sponsoring Organization and the policy formulation environment*

The third section of the RFP required the evaluators to judge whether the Sponsoring Organization's policy formulation procedures and structures would successfully demonstrate a robust and effective policy formulation and implementation organisation. This is a critical section of the RFP because, in delegating the policy formulation and implementation function, ICANN has to be assured that any successful applicant has the capacity to create and deliver policy on a wide range of issues, consistent with ICANN's technical regulatory remit.

**RFP: Applicants must provide an explanation of the Sponsoring Organization's policy-formulation procedures demonstrating:**

- *Operates primarily in the interests of the Sponsored TLD Community;*
- *Has a clearly defined delegated policy-formulation role and is appropriate to the needs of the Sponsored TLD Community; and*
- *Has defined mechanisms to ensure that approved policies are primarily in the interests of the Sponsored TLD Community and the public interest.*

**The scope of delegation of the policy formulation role need not be (and is not) uniform for all sTLDs, but is tailored to meet the particular needs of the defined Sponsored TLD Community and the characteristics of the policy formulation environment.**

#### *D. Level of support from the Community*

The fourth section of the RFP required the ET to assess whether the applicants had demonstrated sufficient levels of support from the community. This was a particularly subjective judgment which relied upon assessment of evidence provided by the applicants, in addition to analysis of the ICANN public comment forum to ascertain whether the application had sufficient support. The ET required signed evidence of support for the application. Copies of letters of support provided by applicants were uploaded to the evaluation website as supplementary materials and read carefully.

**RFP: A key requirement of a sTLD proposal is that it demonstrates broad-based support from the community it is intended to represent.**

*Applicants must demonstrate that there is:*

- *Evidence of broad-based support from the Sponsored TLD Community for the sTLD, for the Sponsoring Organization , and for the proposed policy-formulation process; and*
- *An outreach program that illustrates the Sponsoring Organization's capacity to represent a wide range of interests within the community.*

## **2. Community Value**

The second major section of the RFP was divided into five significant subsections. This section of the analysis was the most complex. It required the ET to make objective judgments about the characteristics of each of the applications and to make subjective and futuristic summations of the likely success of any of the successful sTLDs. The results of the assessment were done in the aggregate so that the application was rated on how it met the criteria in a balanced way. The applications presented a mix of commercial and non-commercial propositions which required different analysis.

### ***A. Addition of new value to the Internet name space***

**RFP:** *Applicants must demonstrate the value that will be added to the Internet name space by launching the proposed sTLD by considering the following objectives:*

#### ***(i) Name value***

*A top-level sTLD name must be of broad significance and must establish clear and lasting value. The name must be appropriate to the defined community. Applicants must demonstrate that their proposal:*

- Categorizes a broad and lasting field of human, institutional, or social endeavor or activity;*
- Represents an endeavor or activity that has importance across multiple geographic regions;*
- Has lasting value; and*
- Is appropriate to the scope of the proposed Sponsored TLD Community*

***(ii) Enhanced diversity of the Internet name space***

*The proposed new sTLD must create a new and clearly differentiated space, and satisfy needs that cannot be readily met through the existing TLDs. One purpose of creating new TLDs is to enhance competition in registry services and applicants must demonstrate that their proposal:*

- Is clearly differentiated from existing TLDs;*
- Meets needs that cannot reasonably be met in existing TLDs at the second level;*
- Attracts new supplier and user communities to the Internet and delivers choice to end users; and*
- Enhances competition in domain-name registration services, including competition with existing TLD registries.*

***(iii) Enrichment of broad global communities***

*One of the reasons for launching new sTLDs is to introduce sTLDs with broad geographic and demographic impact.*

*Significant consideration will be given to sTLDs that serve larger user communities and attract a greater number of registrants. Consideration will also be given to those proposed sTLDs whose charters have relatively broader functional scope.*

***B. Protecting the rights of others***

This section of the RFP focused on the protection of the rights of others. The applications were assessed on their ability to meet other ICANN policies designed to protect registrants' interests and those of intellectual property and trademark owners.

**RFP:** *New sTLD registries will be responsible for creating policies and practices that minimize abusive registration activities and other activities that affect the legal rights of others.*

*sTLD registries are required to implement safeguards against allowing unqualified registrations, and to ensure compliance with other ICANN policies designed to protect the rights of others.*

### ***C. Assurance of charter-compliant registrations and avoidance of abusive registration practices***

This section of the RFP was used to assess whether registry operators could ensure the veracity of registrants within their community and protect the rights of intellectual property holders. It was a particularly difficult section to examine given the diversity of applications and the diversity of jurisdictions in which the applicants proposed to operate. In addition, some applications had not fully formed their organizations and were unable to give sufficient information about the selection criteria.

**RFP:** *Operators of sTLDs must implement safeguards to ensure that non-compliant applicants cannot register domain names. Applicants must demonstrate that their proposals address and include precise measures that:*

- *Discourage registration of domain names that infringe intellectual property rights;*
- *Ensure that only charter-compliant persons or entities (that is, legitimate members of the Sponsored TLD Community) are able to register domain names in the proposed new sTLD;*
- *Reserve specific names to prevent inappropriate name registrations;*
- *Minimize abusive registrations;*
- *Comply with applicable trademark and anti-cybersquatting legislation; and*
- *Provide protections (other than exceptions that may be applicable during the start-up period) for famous name and trademark owners.*

### ***D. Assurance of adequate dispute-resolution mechanisms***

This section of the RFP focused clearly on whether the applicants were able to implement and ensure compliance with ICANN's well-established Uniform Dispute Resolution Policy. In addition, the applicants were required to demonstrate that they were aware of and could respond to other disputes that may arise within their community.



***RFP:** All gTLD registries must adhere to the ICANN Uniform Dispute Resolution Policy (UDRP). Particular dispute resolution mechanisms are implemented to support situations such as priority of acceptance of applicants in competition for the same name during start-up periods.*

*Applicants must demonstrate that their proposal will:*

- *Implement the ICANN UDRP; and*
- *Where applicable, supplement the UDRP with policies or procedures that apply to the particular characteristics of the sTLD.*

#### ***E. Provision of ICANN-policy compliant WHOIS service***

The final section of the RFP focused on the applicant's ability to implement an ICANN compliant WHOIS policy. The provision of accurate WHOIS data and the protection of registrant privacy are handled in diverse ways in different jurisdictions. The ET had to assess whether the applicants had the capacity to implement the existing ICANN WHOIS policy and determine whether they had the capacity to comply with future decisions about WHOIS policy and privacy protection.

***RFP: All existing gTLD registries must provide accessible WHOIS database services to give legitimate information about registrants for purposes that comply with ICANN policies.***

*Applicants must include an explanation of how they plan to develop and implement a complete, up-to-date, reliable, and accessible WHOIS database of all registrations in the sTLD. The WHOIS database must also be compliant with ICANN policies. The implementation of such WHOIS policies must comply with emerging ICANN privacy policies in this area, if and when they become approved.*

### **III. PROCEDURAL MATTERS**

The ET met through conference calls and conducted their discussions on-line and through formal regular meetings throughout the evaluation phase. The ET met eight times by teleconference between May 28 and July 7. Its work focused on using the evaluation website to input comments, transmit questions and receive information from team members. The ET was generally in agreement on all of their recommendations. In addition, there was no significant divergence of views either about the approach to the evaluation or the results of the evaluation.

This report was drafted based on detailed study of all the applications; reference to meeting notes; conference call discussions and general familiarity with the ICANN and the sTLD application process. The applicants also had one week to provide further information to the ET by responding to questions that it had about a variety of aspects of the applications.

The ET commends the work of all the applicants and has recommended all that we believe meet the Sponsorship and Other Issues selection criteria set forth in the RFP.

#### **IV. METHODOLOGY**

The ET team used a variety of methods to arrive at their conclusions.

Firstly, we relied upon the applicants to make demonstrably clear in their responses to the selection criteria that they understood those criteria and would be able to implement a new sTLD on the basis of what they had claimed in the application. We have acknowledged that some of the selection criteria required somewhat subjective analyses of future attractiveness and lasting value.

Secondly, we attempted to rely on the process and results of the previous round of gTLD applications to determine what parts of that process were relevant here, most particularly with respect to dispute resolution, protection of the rights of others and the potential for a successful implementation phase. We found that those earlier processes were not that helpful here as the applications were largely different; the market had shifted significantly and the reasoning behind decisions in those processes were not always well documented. We also took the opportunity to pose questions to each of the applicants, inviting them to amplify their applications and to clarify other information that we needed to assess their proposal against the RFP.

Thirdly, we used existing ICANN policies on sponsorship; accreditation of registries and registrars; and on the definitions of regions and country codes; as well as those policies under discussion in the GNSO (particularly with respect to WHOIS and UDRP) and on our knowledge of ICANN's systems and procedures within its technical regulatory mandate.

Fourthly, we reviewed the public comment forum in great detail and took into account commentary from the broader community about the strength of each of the applications. However, we had to contain our analysis very firmly to the detailed RFP criteria.

Finally, we relied on our collective experience within the ICANN policy making environment; gTLD & ccTLD management experience; technical and policy expertise within the group, both in non-profit and for-profit environments, and the geographical and skills diversity of our ET. This enabled us to make decisions on the basis of the RFP in an orderly and sound manner.

#### **V. ANALYSIS**

We have set out our analysis on an application-by-application basis and have addressed each of the selection criteria in turn.

We have put the applications into three categories: those that meet all of the selection criteria, those that do not presently meet all of the selection criteria but, for the reasons described below, merit further discussions with ICANN, and those which do not meet all of the selection criteria and whose deficiencies cannot be remedied within the applicant's proposed framework.

<b>Recommendation</b>	<b>Application</b>
Meets criteria	.cat .post
Does not meet all criteria but merits further discussion	.asia .jobs .travel
Does not meet all criteria and is not recommended for further discussion	.mail .mobi .tel (Telnic) .tel (Pulver) .xxx

## VIII. .jobs

### Introductory comments

The ET was of the view that the .jobs application did not, on balance, meet the selection criteria. The ET believe that the existing sTLD structure is sufficient to accommodate the needs identified in the application. In addition, whilst the application listed international organizations of human resource professionals, it was not clear that those organizations would have a significant impact on the nature and operation of the sTLD.

In summary, the ET thought that employment is a very broad category that has substantial overlap with other existing classes of content and services. The ET was of the view that the global jobs and careers market was well served by existing search capabilities and that the application as presented would not add significant new value to the name space.

### **1. SPONSORSHIP INFORMATION**

#### **A. Definition of Sponsored TLD Community**

It was thought that the string suggested is broader than the described community. For example, the absence of ILO (International Labor Organization) and main trade union organizations in the SO suggests that the SO is insufficient to represent the proposed community.

The applicant seems to restrict the community related to "jobs" to "employment." Jobs could also refer to other sub-communities related to jobs as, for example, trade unions, health, security, law enforcement, retreats or insurance.

The choice of another string is one way to address these concerns. For example, ".shrm" (the acronym for the sponsoring organization) or ".employ" would correlate more closely to the proposed sponsoring organization.

The ET was not convinced that the definition of the sTLD met the selection criteria.

#### **B. Evidence of support from the Sponsoring Organization**

The application meets the selection criteria insofar as the Sponsoring Organization (The Society for Human Resource Management) and applicant (Employ Media LLC) are closely affiliated.

#### **C. Appropriateness of the Sponsoring Organization and the policy formulation environment**

The SO definition and its applicability in the jobs market makes it very difficult to determine how appropriate the SO is to the proposed policy formulation environment. We have noted above our concern about the absence of organizations such as the ILO.

On balance, the ET agreed that the application did not meet the selection criteria.

#### **D. Level of support from the Community**

The ET was not convinced there was sufficient evidence for support from the SO to meet the selection criteria. Whilst the application listed a range of organizations that could support the application, the ET were not assured that the SO had sufficient support from the community it was designed to serve.

The applicant seemed to suggest that those who are interested should join the Society for Human Resources Management. It is not clear that this organization has adequately broad representation in the labor market in general. The geographic centre of gravity of the organization appears to be in the United States with little evidence of participation outside. The entire board of directors is composed of U.S. persons.

In addition, the ET thought that there was little evidence of outreach activities to garner support from a larger community of interest in employment matters for the Sponsoring Organization. On balance, the application does not meet the selection criteria.

## **2. COMMUNITY VALUE**

The ET did not agree that the .jobs application added sufficient value to the name space. In particular, whilst jobs is a recognized letter string, the application did not demonstrate clear and lasting value that could not be met in the existing gTLD structure nor was it relevant across multiple geographic regions. Employment-related content is well represented already on-line, and it was not made clear how this proposal would increase those services.

The ET agreed that the .jobs application did not create a new and clearly differentiated space which was clearly distinct from existing gTLDs. It is unlikely that the .jobs would attract new user and supplier communities as the existing job and career search services are comprehensive, globally relevant and demonstrably successful in terms of numbers of advertised positions and use of on-line job search facilities.

Whilst the .jobs may serve a large global community, the application failed to explain why those needs could not be met in the current DNS structure.

#### **B. Protecting the rights of others**

The applicant's response is adequate and meets the selection criteria. It does not, however, account for a global service reach.

#### **C. Assurance of charter-compliant registrations and avoidance of abusive registration practices**

The application meets the selection criteria.

**D. Assurance of adequate dispute-resolution mechanisms**

The application meets the selection criteria.

**E. Provision of ICANN-policy compliant WHOIS service**

The application meets the selection criteria.

**Recommendation:**

In light of all these factors, we believe that .jobs does not meet the Sponsorship and Other Issues selection criteria set forth in the RFP.

Some of the ideas presented in the application, however, are valuable and interesting. We recommend that, in the first instance, the application could be improved if a narrower string was used, for example, .shrm or .employ. As an alternative, we recommend that the applicant broaden their base of support to include other groups and individuals that one would normally associate with the broad term “jobs.” In the meantime the applicant might work closely with existing registries to offer their services through the current gTLD structure.

# **EXHIBIT G**



## .jobs Registry Agreement (5 May 2005)

### SPONSORED TLD REGISTRY AGREEMENT

This SPONSORED TLD REGISTRY AGREEMENT (this "Agreement") is entered into as of 5 May 2005 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation, and Employ Media, a Delaware limited liability company.

#### ARTICLE I Introduction

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be the date on which the TLD (as defined below) is delegated within the authoritative root-server system to nameservers designated by Registry Operator.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .jobs ("TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN hereby designates Employ Media LLC as the sole registry operator for the sponsored TLD ("Registry Operator"). ICANN hereby delegates to Registry Operator the authority to develop policies for the sponsored TLD consistent with the requirements of Section 3.1(g) of this Agreement and Appendix S.

#### ARTICLE II Representations and Warranties

Section 2.1 Registry Operator's Representations and Warranties.

(a) Organization; Due Authorization and Execution. Registry Operator is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and



delivered by Registry Operator.

(b) Statements made During Application Process. The factual statements contained in Registry Operator's application for the TLD, or made by Registry Operator in negotiating this Agreement, were true and correct in all material respects at the time the application was submitted to ICANN and are true and correct in all material respects as of the date this Agreement is entered into set forth above.

## Section 2.2 ICANN's Representations and Warranties.

(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

## ARTICLE III Covenants

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

(a) Preserve Security and Stability.

(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the Stability or Security (as defined in Section 3.1(d)(iv)(G)) of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the

period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.

(b) Consensus Policies.

(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies."

(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, Security and/or Stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include,

without limitation:

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

(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

(C) reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

(v) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved.

In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

(c) Handling of Registry Data.

(i) Data Escrow. Registry Operator shall establish at its expense a

data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration date, status information, and DNSSEC-related key material; (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) the DNSSEC-related material necessary to sign the TLD zone (e.g., public and private portions of TLD zone key-signing keys and zone-signing keys). The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The escrow shall be maintained, at Registry Operator's expense, by a reputable escrow agent mutually approved by Registry Operator and ICANN, such approval also not to be unreasonably withheld by either party. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time to time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

(ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients

(or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all costs and expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

(v) Whois Service. Registry Operator shall provide such whois data as set forth in Appendix 5.

(d) Registry Operations.

(i) Registration Restrictions.

(A) Registry Operator shall establish policies, in conformity with the charter, for the naming conventions within the sponsored TLD and for requirements of registration, consistent with Section 3.1(g).

(B) Registry Operator shall be responsible for establishing procedures for the enforcement of applicable charter restrictions on registration within the

TLD, as described in more detail in the sponsored TLD charter included in Appendix S, which Appendix shall also include the description of the sponsored community and the delegated authority with respect thereto.

(C) Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

(iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

(iv) Process for Consideration of Proposed Registry Services. Following written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Service within the scope of the preceding paragraph:

(A) ICANN shall have 15 calendar days to make a "preliminary determination" whether a Registry Service requires further consideration by ICANN because it reasonably determines such Registry Service: (i) could

raise significant Security or Stability issues or (ii) could raise significant competition issues.

(B) Registry Operator must provide sufficient information at the time of notification to ICANN that it may implement such a proposed Registry Service to enable ICANN to make an informed "preliminary determination." Information provided by Registry Operator and marked "CONFIDENTIAL" shall be treated as confidential by ICANN. Registry Operator will not designate "CONFIDENTIAL" information necessary to describe the purpose of the proposed Registry Service and the effect on users of the DNS.

(C) ICANN may seek expert advice during the preliminary determination period (from entities or persons subject to confidentiality agreements) on the competition, Security or Stability implications of the Registry Service in order to make its "preliminary determination." To the extent ICANN determines to disclose confidential information to any such experts, it will provide notice to Registry Operator of the identity of the expert(s) and the information it intends to convey.

(D) If ICANN determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service, does not raise significant Security or Stability (as defined below), or competition issues, Registry Operator shall be free to deploy it upon such a determination.

(E) In the event ICANN reasonably determines during the 15 calendar day "preliminary determination" period that the Registry Service might raise significant competition issues, ICANN shall refer the issue to the appropriate governmental competition authority or authorities with jurisdiction over the matter within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, with notice to Registry Operator. Any such referral communication shall be posted on ICANN's website on the date of transmittal. Following such referral, ICANN shall have no further responsibility, and Registry Operator shall have no further obligation to ICANN, with respect to any competition issues relating to the Registry Service. If such a referral occurs, the Registry Operator will not deploy the Registry Service until 45 calendar days following the referral, unless earlier cleared by the referred governmental competition authority.

(F) In the event that ICANN reasonably determines during the 15 calendar day "preliminary determination" period that the proposed Registry Service might raise significant Stability or Security issues (as defined below), ICANN will refer the proposal to a Standing Panel of experts (as defined below) within five business days of making its determination, or two business days following the expiration of such 15 day period, whichever is earlier, and simultaneously invite public comment on the proposal. The Standing Panel shall have 45 calendar days from the referral to prepare a written report regarding the proposed Registry Service's effect on Security or Stability (as defined below), which report (along with a summary of any public comments) shall be forwarded to the ICANN Board. The report shall set forward the opinions of the Standing Panel, including, but not limited to, a detailed statement of the analysis, reasons, and information upon which the panel has relied in reaching their conclusions, along with the response to any specific questions that were included in the referral from ICANN staff. Upon ICANN's referral to the Standing Panel, Registry Operator may submit additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(G) Upon its evaluation of the proposed Registry Service, the Standing Panel will report on the likelihood and materiality of the proposed Registry Service's effects on Security or Stability, including whether the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Security or Stability as defined below:

Security: For purposes of this Agreement, an effect on security by the proposed Registry Service shall mean (1) the unauthorized disclosure, alteration, insertion or destruction of Registry Data, or (2) the unauthorized access to or disclosure of information or resources on the Internet by systems operating in accordance with all applicable standards.

Stability: For purposes of this Agreement, an effect on stability shall mean that the proposed Registry Service (1) is not compliant with applicable relevant standards that are authoritative and published by a well-established, recognized and



authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs sponsored by the IETF or (2) creates a condition that adversely affects the throughput, response time, consistency or coherence of responses to Internet servers or end systems, operating in accordance with applicable relevant standards that are authoritative and published by a well-established, recognized and authoritative standards body, such as relevant Standards-Track or Best Current Practice RFCs and relying on Registry Operator's delegation information or provisioning services.

(H) Following receipt of the Standing Panel's report, which will be posted (with appropriate confidentiality redactions made after consultation with Registry Operator) and available for public comment, the ICANN Board will have 30 calendar days to reach a decision. In the event the ICANN Board reasonably determines that the proposed Registry Service creates a reasonable risk of a meaningful adverse effect on Stability or Security, Registry Operator will not offer the proposed Registry Service. An unredacted version of the Standing Panel's report shall be provided to Registry Operator upon the posting of the report. The Registry Operator may respond to the report of the Standing Panel or otherwise submit to the ICANN Board additional information or analyses regarding the likely effect on Security or Stability of the Registry Service.

(I) The Standing Panel shall consist of a total of 20 persons expert in the design, management and implementation of the complex systems and standards-protocols utilized in the Internet infrastructure and DNS (the "Standing Panel"). The members of the Standing Panel will be selected by its Chair. The Chair of the Standing Panel will be a person who is agreeable to both ICANN and the registry constituency of the supporting organization then responsible for generic top level domain registry policies. All members of the Standing Panel and the Chair shall execute an agreement requiring that they shall consider the issues before the panel neutrally and according to the definitions of Security and Stability. For each matter referred to the Standing Panel, the Chair shall select no more than five members from the Standing Panel to

evaluate the referred matter, none of which shall have an existing competitive, financial, or legal conflict of interest, and with due regard to the particular technical issues raised by the referral.

(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

(f) Cooperation. Registry Operator shall cooperate with ICANN in efforts to promote and facilitate the security and stability of the Internet and maintain a reliable and stable DNS. To this end, Registry Operator shall provide such data and assistance to ICANN as it may reasonably request from time to time.

(g) General Obligations of Registry Operator to Sponsored Community. During the Term of this Agreement, Registry Operator shall, in developing or enforcing standards, policies, procedures, or practices with respect to the TLD, as to which obligations ICANN acknowledges Registry Operator has engaged The Society for Human Resource Management as the sponsoring organization for the TLD, as set forth in Appendix S:

(i) publish such standards, policies, procedures, and practices so they are available to members of the sponsored TLD community;

(ii) conduct its policy-development activities in a manner that reasonably provides opportunities for members of the sponsored TLD community to discuss and participate in the development of such standards, policies, procedures, or practices;

(iii) maintain the representativeness of its policy-development and implementation process by establishing procedures that facilitate participation by a broad cross-section of the sponsored TLD community; and

(iv) ensure, through published procedures, adequate opportunities for members of the sponsored TLD community to submit their views on and objections to the establishment or revision of standards, policies, procedures, and practices or the manner in which standards, policies, procedures, and practices are enforced.

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

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

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

(c) TLD Zone Servers. In the event and to the extent that ICANN is authorized to set policy with regard to an authoritative root server system, it will ensure that (i) the authoritative root will point to the TLD zone servers designated by Registry Operator for the Registry TLD throughout the Term of this Agreement; and (ii) any changes to the TLD zone server designation submitted to ICANN by Registry Operator will be implemented by ICANN within seven days of submission.

(d) Nameserver Changes. Registry Operator may request changes in the nameserver delegation for the Registry TLD. Any such request must be made in a format, and otherwise meet technical requirements, specified from time to time by ICANN. ICANN will use commercially reasonable efforts to have such requests implemented in the Authoritative Root-Server System within seven calendar days of the submission.

(e) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN.

#### **ARTICLE IV Term of Agreement**

Section 4.1 Term. The initial term of this Agreement shall be ten years from the Effective Date (the "Expiration Date"). Registry Operator agrees that upon the earlier of (i) termination of this Agreement by ICANN in accordance with Article VI below or (ii) the Expiration Date, it will cease to be the Registry Operator for the TLD, unless, with respect to termination under the foregoing clause (ii), Registry Operator and ICANN agree on terms for renewal of the Agreement as set forth in Section 4.2 below prior to the Expiration Date.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the initial term set forth in Section 4.1 above, and following any renewal term, unless: (i) an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 despite notice and an opportunity to cure in accordance with Article VI hereof and (ii) following the decision of such arbitrator or court, Registry Operator has failed to correct the conduct found to constitute such breach. Provided, however, that Registry Operator agrees that any renewal of this Agreement is conditioned on its negotiation of renewal terms reasonably acceptable to ICANN, including, but not limited to, provisions relating to registry-level fees.

Section 4.3 Changes. While this Agreement is in effect, the parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including to Section 7.2 regarding fees and payments to ICANN.

Section 4.4 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3, and

arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

## ARTICLE V Dispute Resolution

### Section 5.1 Resolution of Disputes.

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution. The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and

exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to Section 7.2 of this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees and monetary sanctions due and owing to ICANN under this Agreement. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE VI Termination Provisions

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 despite notice and an opportunity to cure in accordance with Section 6.3 within thirty calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings.

Section 6.3 Notice; Opportunity to Cure. This Agreement may be terminated in the circumstances described in Section 6.1 above only following written notice to Registry Operator and Registry Operator's failure to cure in the prescribed time period, with Registry Operator being given an opportunity during that time to initiate arbitration under Section 5.1(b) to determine the appropriateness of termination under this Agreement. In the event Registry Operator initiates arbitration concerning the appropriateness of

termination by ICANN, Registry Operator may at the same time request that the arbitration panel stay the termination until the arbitration decision is rendered, and that request shall have the effect of staying the termination until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay.

Section 6.4 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.4. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.5 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

Section 6.6 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

## ARTICLE VII Special Provisions

### Section 7.1 Registry-Registrar Agreement.

(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars. Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. The criteria for the selection of registrars shall be as set forth in Appendix S. Such nondiscriminatory access shall include without limitation the following:

- (i) All registrars (including any registrar affiliated with Registry Operator) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;

- (ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
- (iii) All registrars have the same level of access to customer support personnel via telephone, e-mail and Registry Operator's website;
- (iv) All registrars have the same level of access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;
- (v) All registrars have the same level of access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;
- (vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and
- (vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.

(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.

(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar.

#### Section 7.2 Fees to be Paid to ICANN.

(a) Payment Schedule. Registry Operator shall pay the Registry-Level Fees specified in Sections 7.2(b) and (c) below, and Section 7.2(d), if applicable, by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN. The first quarterly payment of the Fixed Registry-Level Fee shall be pro-rated from the Effective Date until the end of the calendar quarter in which the Effective Date falls.

(b) Fixed Registry-Level Fee. Commencing on the Effective Date, Registry Operator shall pay ICANN a quarterly Fixed Registry-Level Fee in an amount equal to US\$2,500 for each quarter during the twelve-month period ending June 30, 2006. Such fee is subject to increase on July 1 of each year thereafter in an amount established by ICANN's Board of Directors, but not to exceed a sum equal to 115% of the prior year's fee. One dollar (USD) of the Fixed Registry-Level Fee shall be waived for each dollar that the Registry-Level Transaction Fee exceeds US\$2,000,000 per annum.

(c) Registry-Level Transaction Fee. Commencing as of the Effective Date, Registry Operator shall pay ICANN a Registry-Level Transaction Fee in an amount equal to US\$2.00 for each annual increment of an initial or renewal domain name registration or for transferring a domain name registration from one ICANN-accredited registrar to another during the calendar quarter to which the Registry-Level Transaction Fee pertains. For purposes of this Section 7.2(c), a "domain name registration" shall include a domain name within the registry for the TLD, whether consisting of two or more (e.g., john.smith.name) levels, about which Registry Operator or an affiliate thereof maintains Registry Data.

(d) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of reasonable notice in writing from ICANN of not less than 45 days, Registry Operator shall pay ICANN a Variable Registry-Level Fee. The fee will be calculated by ICANN, paid to ICANN by the Registry Operator in accordance with the Payment Schedule in Section 7.2(a), and the Registry Operator will invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator. The fee will consist of two components; each component will be calculated by ICANN for each registrar:

(i) The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year but shall not exceed eighty percent (80%) of the registrar level transaction fee as established pursuant to the approved 2004-2005 ICANN Budget.

(ii) The per-registrar component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each fiscal year, but the sum of the per-registrar fees calculated for all registrars shall not exceed the total Per-Registrar Variable funding established pursuant to the approved 2004-2005 ICANN Budget.

(e) Interest on Late Payments. For any payments ten days or more overdue, Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.



## ARTICLE VIII Miscellaneous

Section 8.1 Indemnification of ICANN. Registry Operator shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) the selection of Registry Operator to operate the registry for the TLD; (b) the entry of this Agreement; (c) establishment or operation of the registry for the TLD; (d) Registry Services; (e) collection or handling of Personal Data by Registry Operator; (f) any dispute concerning registration of a domain name within the domain of the TLD for the registry; and (g) duties and obligations of Registry Operator in operating the registry for the TLD; provided that, with respect to item (g) only, Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.

Section 8.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 8.1 above, notice thereof shall be given to ICANN as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising therefrom; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry Operator a non-exclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use a logo specified by ICANN to signify that Registry Operator is an ICANN-designated registry authority. This license may not be

assigned or sublicensed by Registry Operator.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party, such approval not to be unreasonably withheld. Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time. Registry Operator must provide notice to ICANN of any subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder. Any subcontracting of technical operations shall provide that the subcontracted entity become party to the data escrow agreement mandated by Section 3.1(c)(i) hereof.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within two (2) business days. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers  
4676 Admiralty Way, Suite 330  
Marina Del Rey, California 90292  
Telephone: 1/310/823-9358  
Facsimile: 1/310/823-8649  
Attention: President and CEO  
With a Required Copy to: General Counsel  
Email: as identified from time to time

If to Registry Operator, addressed to:

Employ Media LLC  
Second Generation Place  
3029 Prospect Road  
Cleveland, OH 44115  
Phone: 216-361-1000  
Attention: Thomas J. Embrescia, Chairman  
With a Required Copy to: Brian Johnson, General Counsel  
Email: as identified from time to time

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

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

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
Dr. Paul Twomey  
CEO and President  
Date: 5 May 2005

**EMPLOY MEDIA LLC**

By: \_\_\_\_\_  
Thomas J. Embrescia  
Chairman  
Date: 5 May 2005



## Amendment No. 1 to the .JOBS Registry Agreement

(12 March 2010)

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ICANN and Employ Media LLC agree that Appendix 2 of the .JOBS Registry Agreement is amended as indicated in the attached Exhibit.

The parties have duly executed this Amendment as of the last date written below.

**Internet Corporation for Assigned Names and Numbers**

**Name:** Kurt Pritz, Senior Vice President Services

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Employ Media LLC**

**Name:** Thomas J. Embrescia, Chairman

By: \_\_\_\_\_

Date: \_\_\_\_\_



## Amendment No. 2 to the .JOBS Registry Agreement

(6 August 2010)

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ICANN and EmployMedia LLC agree that the following modification is made to the 5 May 2005 dot-JOBS Registry Agreement:

### Appendix S, VII.2

[Old Text]

.jobs domain registrations are limited to the legal name of an employer and/or a name or abbreviation by which the employer is commonly known.

[New Text]

.jobs "company name" domain registrations are limited to the legal name of an employer and/or a name or abbreviation by which the employer is commonly known. Domain registrations are permitted for other types of names (e.g., occupational and certain geographic identifiers) in addition to the "company name" designation.

[Delete]

A reserved list of names will be employed to prevent inappropriate name registrations. Certain groups of domains will be reserved, such as, e.g., a list of occupational identifiers (e.g., the U.S. Bureau of Labor Statistics list of SOC occupations), industry identifiers (e.g., healthcare.jobs) and certain geographic identifiers (e.g., northeasternohio.jobs). These restricted lists are in addition to the restriction that .jobs domains comprise only trade names or commonly-known names (reserved list domains will be registered to the Registry Operator in the registry database to reflect their status as reserved names). In the event other domains are made available for registration (which would require approval as set forth in this Agreement), such domains will be specifically enumerated (i.e., not creatable by an applicant) and will be pre-screened to remove any inappropriate names.

### Appendix S, Part VII.3

[Old Text]

SHRM and Employ Media have already agreed upon certain policies (available upon request in the Employ Media/SHRM agreement). The Charter is an example. In an additional example, .jobs registrations will only be allowed for domain names which (i) are for the legal name(s) under which a proposed registrant does business (e.g., a

trade name such as EIduPontdeNemours.jobs), for a name under which the proposed registrant is commonly known (e.g., dupont.jobs) or which includes such a legal or commonly-known name (e.g., dupontcanada.jobs); (ii) are based upon an application for registration which is submitted by a Qualified Applicant; and (iii) names as the registrant of the domain name the entity which is identified by the trade name or commonly known name. These current policies are only revisable/amendable via the policy making process described herein.

[New Text]

SHRM and Employ Media have already agreed upon certain policies (available upon request in the Employ Media/SHRM agreement). The Charter is an example. In an additional example, .jobs "company name" registrations will only be allowed for domain names which (i) are for the legal name(s) under which a proposed registrant does business (e.g., a trade name such as EIduPontdeNemours.jobs), for a name under which the proposed registrant is commonly known (e.g., dupont.jobs) or which includes such a legal or commonly-known name (e.g., dupontcanada.jobs); (ii) are based upon an application for registration which is submitted by a Qualified Applicant; and (iii) names as the registrant of the domain name the entity which is identified by the trade name or commonly known name. Domain registrations are permitted for other types of names (e.g., occupational and certain geographic identifiers) in addition to the "company name" designation. These current policies are only revisable/amendable via the policy making process described herein.

#### Appendix S, Part VII.4

[New Text]

4. .JOBS non-companyname Phased Allocation Program ("Phased Allocation Program") The domain names included within the scope, referred to by Employ Media in its Registry Services Evaluation Process (RSEP) as the Phased Allocation Program, shall be limited to non-companyname .jobs domain names, not including all second-level country names set forth on the ISO-3166 list as referenced in Appendix 6 to this Agreement.

Pursuant to the Phased Allocation Program, Registry Operator may elect to allocate the domain names via the following processes: 1) Request for Proposals (RFP) to invite interested parties to propose specific plans for registration, use and promotion of domains that are not their company name; 2) By auction that offers domains not allocated through the RFP process; and 3) A first-come, first-served real-time release of any domains not registered through the RFP or auction processes. Registry Operator reserves the right to not allocate any of such names.

The parties have duly executed this Amendment as of the date last written below.

#### **Internet Corporation for Assigned Names and Numbers**

By: \_\_\_\_\_

Name: Kurt Pritz

Title: Senior Vice President, Services

Date: \_\_\_\_\_

**Employ Media LLC**

By: \_\_\_\_\_

Name: Tom Embrescia

Title: CEO

Date: \_\_\_\_\_



## Amendment No. 3 to the .JOBS Registry Agreement

(15 September 2010)

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ICANN and Employ Media, LLC agree that the following modification is made to Appendix 1, Exhibit C, of the .JOBS Registry Agreement dated 5 May 2005:

[old text]

### **Exhibit C ESCROW TRANSFER PROCESS**

**Deposit Transfer Process.** Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "jobsSEQN", where "SEQN" is a four digit decimal number that is incremented as each report is prepared.
3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.
4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.
5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

[new text]

### **Exhibit C ESCROW TRANSFER PROCESS**

**Deposit Transfer Process.** Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:



1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "jobs-SEQN-YYYYMMDD," where "SEQN" is a four digit decimal number that is incremented as each report is prepared, "YYYY" represents the year, "MM" the month, and "DD" the day of the date to which the file relates.
3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.
4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.
5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

The parties have duly executed this Amendment as of the date first written below.

**THE INTERNET CORPORATION FOR  
ASSIGNED NAMES AND NUMBERS**

By: \_\_\_\_\_  
 Name: Kurt Pritz  
 Title: Senior Vice President, Services  
 Date: \_\_\_\_\_

**EMPLOY MEDIA, LLC**

By: \_\_\_\_\_  
 Name: Thomas J. Embrescia  
 Title: Chairman  
 Date: \_\_\_\_\_



Appendix 1  
(15 September 2010)

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**Data Escrow Specification**

This Appendix 1 to the Sponsored TLD Registry Agreement consists of four of the five exhibits to the Data Escrow Agreement that constitutes Appendix 2 to the Sponsored TLD Registry Agreement:

Exhibit A-Schedule for Escrow Deposits

Exhibit B-Escrow Deposit Format Specification

Exhibit C-Escrow Transfer Process

Exhibit D-Escrow Verification Procedures

The fifth exhibit (Exhibit E), which sets forth Escrow Agent's fees, is subject to negotiation between Registry Operator and Escrow Agent.

**Exhibit A**  
**SCHEDULE FOR ESCROW DEPOSITS**

**Full Deposit Schedule**

Full Deposits shall consist of data that reflects the state of the registry as of 0000 UTC on each Sunday. Pending transactions at that time (i.e. transactions that have not been committed to the Registry Database) shall not be reflected in the Full Deposit.

Full Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the same Sunday.

**Incremental Deposit Schedule**

Incremental Deposits shall reflect database transactions made since the most recent Full or Incremental Deposit. Incremental Deposits for Mondays shall include transactions completed through 0000 UTC on that day that had not been committed to the registry database at the time the last Full Deposit was taken. Incremental Deposits on Tuesday

through Saturday shall include transactions completed through 0000 UTC on the day of the deposit that were not reflected in the immediately prior Incremental Deposit.

Incremental Deposits shall be made, according to the transfer process described in Exhibit C below, within a four-hour window beginning at 0400 UTC on the day to which the Incremental Deposit relates.

## Exhibit B ESCROW DEPOSIT FORMAT SPECIFICATION

Each Full and Incremental Deposit consists of a series of reports that are concatenated in the escrow process.

**Full Deposit Contents.** The reports involved in a Full Deposit are:

Domain Object Report—This reports on the contents of all domain objects in the registry database.

Host Object Report—This reports on the contents of all host objects in the registry database.

Contact Object Report—This reports on the contents of all contact objects in the registry database.

Registrar Object Report—This reports on the contents of all registrar objects in the registry database.

**Incremental Deposit Contents.** The report involved in an Incremental Deposit is:

Transaction Report—This reports on the contents of all transaction records included in the Incremental Deposit.

**Format of Reports.** All reports are to be formatted in XML format. In compliance with the XML 1.0 specification, certain characters in the data must be escaped, as described in item 1 below. Each Report shall then be prepared according to the general XML format described in items 2 to 7 below. Item 2 describes the report container that is common to all reports. Items 3 to 7 describe the structure of the contents of the report container for each of the specific reports.

**1. Escape-Character Requirements.** In compliance with the XML 1.0 specification, in data escrowed using the XML format the following characters in any data elements must be replaced with the corresponding escape sequences listed here:

Character	Escape Sequence
"	&quot;
&	&amp;
'	&apos;
<	&lt;
>	&gt;

**2. The Report Container.** At its highest level, the XML format consists of an escrow container with header attributes followed by escrow data. The header attributes are required and include the version of escrow (1.0), the Sponsored TLD ("jobs"), the report type (domain, host, contact, registrar, or transaction), and database-committed date and time as to which the escrow relates. The date and time of the escrow will be specified in UTC. The general format of the report container is as follows:

```
<?xml version="1.0" encoding='UTF-8' ?>
<!DOCTYPE escrow SYSTEM "whois-export.dtd" >
<escrow version="1.0" tld="jobs" report="domain" date="26-Aug-2001 3:15:00AM">
```

{Here the report contains the actual data being escrowed. It contains one element for each object of the type (domain, host, contact, registrar, or transaction) covered by the report. The specific format for each report is described in items 3 to 7 below.}

```
</escrow>
```

**3. The Domain Element.** The domain element has the property "fqdn" (the fully qualified name of the domain) and is a container consisting of the following elements:

- a. status: The domain status code.
- b. id: Unique identifier of the domain name
- c. owned-by: An identification of the sponsoring registrar of the domain. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- d. ens-authid: ENS authorization code.
- e. maintainer-url: URL of site of maintainer of domain name.
- f. created-code: A reference to the transaction that created the domain object.
- g. created-on: The date/time the domain object was originally created.
- h. created-by: An identification of the registrar that created the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- i. renewed-on: The date/time the domain was last renewed.
- j. expires-on: The date the registration expires.
- k. updated-by: An identification of the registrar that last updated the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- l. updated-on: The date/time the domain object was last updated.
- m. transferred-by: An identification of the registrar that last transferred the domain object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

- n. transferred-on: The date/time when the domain object was last transferred.
- o. transferred-code: A reference to the transaction that last transferred the domain object.
- p. host: Up to thirteen (13) host names that are nameservers for the domain to which the domain object relates.
- q. contact-id: Multiple contact-ids that reference the contact records for this domain. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrant, Administrative, Technical, or Billing

An example domain container appears below:

```
<domain fqdn="example.jobs">
  <id>AAA-0001</id>
  <status>ACTIVE</status>
  <owned-by>REG-042</owned-by>
  <ens-authid>JOBS-1221</ens-authid>
  <maintainer-url>http://example.jobs</maintainer-url>
  <created-code>12345678</created-code>
  <created-on>1-Jul-2001 12:34:56AM</created-on>
  <created-by>REG-042</created-by>
  <renewed-on></renewed-on>
  <expires-on>1-Jul-2003</expires-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:34:56AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <transferred-code></transferred-code>
  <host>dns1.example.jobs</host>
  <host>dns2.example.jobs</host>
  <contact-id type="Registrant">PER-0001</contact-id>
  <contact-id type="Administrative">PER-0002</contact-id>
  <contact-id type="Technical">PER-0003</contact-id>
  <contact-id type="Billing">PER-0004</contact-id>
</domain>
```

**4. The Host Element.** The host element has the property "fqdn" (the fully qualified name of the host) and is a container consisting of the following elements:

- a. id: Identifier of the host.
- b. owned-by: An identification of the sponsoring registrar of the host. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- c. created-code: A reference to the transaction that created the host object.
- d. created-on: The date/time the host object was originally created.
- e. updated-by: An identification of the registrar that last updated the host object. The

sponsoring registrar is designated by a number uniquely assigned by the IANA.

f. updated-on: The date/time the host object was last updated.

g. transferred-by: An identification of the registrar that last transferred the host object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.

h. transferred-on: The date/time when the host object was last transferred.

i. ip-address: Any number of IP addresses associated with this host.

An example host container appears below:

```
<host fqdn="dns1.example.jobs">
  <id>HST-0001</id>
  <owned-by>REG-042</owned-by>
  <created-code>12345679</created-code>
  <created-on>1-Jul-2001 12:40:32AM</created-on>
  <updated-by>42</updated-by>
  <updated-on>1-Jul-2001 12:40:32AM</updated-on>
  <transferred-by></transferred-by>
  <transferred-on></transferred-on>
  <ip-address>192.168.1.1</ip-address>
  <ip-address>192.168.122.1</ip-address>
</host>
```

**5. The Contact Element.** The contact element has the property "id" and is a container consisting of the following elements:

a. name: The name of the contact.

b. organization: The organization for the contact.

c. street1: The first part of the street address of the contact.

d. street2: The second part of the street address of the contact.

e. street3: The third part of the street address of the contact.

f. city: The name of the city of the contact.

g. state-province: The name of the state/province of the contact.

h. postal-code: The postal/zip code of the contact.

i. country: The two letter ISO 3166 code for the contact's country.

j. voice: The voice phone number of the contact in E164a format.

- k. fax: The fax number of the contact in E164a format.
- l. email: The e-mail address of the contact.
- m. owned-by: An identification of the sponsoring registrar of the contact. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- n. created-code: A reference to the transaction that created the contact object.
- o. created-by: An identification of the registrar that created the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- p. created-on: The date/time the contact object was originally created.
- q. updated-by: An identification of the registrar that last updated the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- r. updated-on: The date/time the contact object was last updated.
- s. transferred-by: An identification of the registrar that last transferred the contact object. The sponsoring registrar is designated by a number uniquely assigned by the IANA.
- t. transferred-on: The date/time when the contact object was last transferred.
- u. transferred-code: A reference to the transaction that last transferred the contact object.
- v. status: Contact status.

An example contact container appears below:

```
<contact id="1">  
  <name>John Doe</name>  
  <organization>aol</organization>  
  <street1>1234 East 11th Street</street1>  
  <street2></street2>  
  <street3></street3>  
  <city>New York</city>  
  <state-province>NY</state-province>  
  <postal-code>12345</postal-code>  
  <country>US</country>  
  <voice>+212.1234567</voice>  
  <fax>+212.1234568</fax>  
  <email>jdoe@example.jobs</email>  
  <owned-by>42</owned-by>  
  <created-code>12345680</created-code>  
  <created-by>REG-042</created-by>  
  <created-on>1-Jul-2001 12:42:22AM</created-on>  
  <updated-by>42</updated-by>  
  <updated-on>1-Jul-2001 12:42:22AM</updated-on>
```

```

<transferred-by></transferred-by>
<transferred-on></transferred-on>
<transferred-code></transferred-code>
<status>ACTIVE</status>
</contact>

```

**6. The Registrar Element.** The registrar element has the property "id" and is a container consisting of the following elements:

- a. password: The password for the registrar.
- b. name: The name of the registrar.
- c. status: The registrar status code.
- d. contact-id: Any number of contact-id associated with this registrar. Contact-id has the property "type" to denote the type of contact. "Type" can be one of: Registrar, Administrative, Technical or Billing

An example registrar container appears below:

```

<registrar id="REG-042">
  <password>registrarrus</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Registrar">PER-0009</contact-id>
  <contact-id type="Administrative">PER-0010</contact-id>
  <contact-id type="Administrative">PER-0011</contact-id>
  <contact-id type="Technical">PER-0012</contact-id>
  <contact-id type="Technical">PER-0013</contact-id>
  <contact-id type="Billing">PER-0014</contact-id>
</registrar>

```

**7. The Transaction Element.** The transaction element has the properties "operation" and "type". "Operation" can be one of: add, modify or delete. "Type" can be one of: domain, host, contact or registrar. The transaction element is a container consisting of elements from the corresponding "type" element. For example, a transaction element with a "type" of "registrar" will have the same set of elements as a Registrar element.

An example transaction container appears below:

```

<transaction operation="modify" type="registrar">
  <password>new password</password>
  <name>Registrar R Us</name>
  <status>ACTIVE</status>
  <contact-id type="Administrative">10</contact-id>
  <contact-id type="Administrative">11</contact-id>
  <contact-id type="Technical">12</contact-id>
  <contact-id type="Technical">13</contact-id>
  <contact-id type="Billing">14</contact-id>

```



</transaction>

### **Exhibit C ESCROW TRANSFER PROCESS**

**Deposit Transfer Process.** Registry Operator shall prepare and transfer the Deposit file by the following steps, in sequence:

1. The Reports making up the Deposit will first be created according to the format specification. (See Exhibit B above, "Escrow Deposit Format Specification").
2. The Reports making up the Deposit will be concatenated. The resulting file shall be named according to the following format: "jobs-SEQN-YYYYMMDD," where "SEQN" is a four digit decimal number that is incremented as each report is prepared, "YYYY" represents the year, "MM" the month, and "DD" the day of the date to which the file relates.
3. Next, the Deposit file will be processed by a program (provided by ICANN) that will verify that it complies with the format specification and contains reports of the same date/time (for a Full Deposit), count the number of objects of the various types in the Deposit, and append to the file a report of the program's results.
4. Registry Operator may optionally split the resulting file using the Unix SPLIT command (or equivalent) to produce files no less than 1 GB each (except the final file). If Deposit files are split, a .MDS file (produced with MDSSUM or equivalent) must be included with the split files to isolate errors in case of transfer fault.
5. The Deposit file(s) will then be encrypted using Escrow Agent's public key for PGP and signed using Registry Operator's private key for PGP, both version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

The formatted, encrypted and signed Deposit file(s) will be sent, by anonymous file transfer, to Escrow Agent's ftp server within the specified time window.

### **Exhibit D ESCROW VERIFICATION PROCEDURES**

**Verification Procedures.** Escrow Agent will verify the format and completeness of each Deposit by the following steps:

1. At the conclusion of the deposit window, all Deposit files will be moved to a not-publicly-accessible directory and the existence and size of each will be noted.
2. Each Deposit file will be decrypted using Escrow Agent's private key for PGP and authenticated using Registry Operator's public key for PGP. (In this step, PGP will also automatically decompress the escrow file).
3. If there are multiple files, they will be concatenated in sequence.

4. Escrow Agent will run a program (to be supplied by ICANN) on the Deposit file (without report) that will split it in to its constituent reports (including the format report prepared by the Registry Operator and appended to the Deposit) check its format, count the number of objects of each type, and verify that the data set is internally consistent. This program will compare its results with the results of the Registry-generated format report, and will generate a Deposit format and completeness report. The program will encrypt the report using ICANN's public key for PGP and signed using Escrow Agent's private key for PGP, both versions 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the Deposit file(s) in addition to encrypting it (them).)

5. The decrypted Deposit file will be destroyed to reduce likelihood of data loss to intruders in case of partial security failure.

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



## .JOBS Agreement Appendix 2 Escrow Agreement

(12 March 2010)

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### Escrow Agreement

This Registry Data Escrow Agreement ("Agreement") is made as of this \_\_ March, 2010 (the "Beginning Date"), by and between Employ Media LLC ("Registry Operator"), Iron Mountain Intellectual Property Management, Inc., a Delaware corporation ("Escrow Agent"), and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"). All capitalized terms not defined herein shall have the meaning set forth in the Sponsored TLD Registry Agreement dated 5 May, 2005 by and between Registry Operator and ICANN ("Sponsored TLD Registry Agreement").

#### Recitals

A. Registry Operator and ICANN have entered into the Sponsored TLD Registry Agreement, which requires Registry Operator, during the term of the Sponsored TLD Registry Agreement, to ensure the submission of certain domain name registration data to a reputable escrow agent to be held in escrow.

B. Pursuant to the Sponsored TLD Registry Agreement, Registry Operator shall ensure the periodic delivery to Escrow Agent of an electronic copy of all Registry Data, as detailed in Subsection 3.1(c) of the Sponsored TLD Registry Agreement and the Exhibits A-D set forth on Appendix 1 of the Sponsored TLD Registry Agreement (incorporated herein by reference, and, as modified from time to time upon mutual consent of the parties hereto, "Appendix 1") (each such delivery referred to as a "Deposit").

C. Registry Operator and ICANN each desire Escrow Agent to hold each Deposit, and, upon certain events, release any retained Deposits (or a copy of the Deposits) to ICANN, in accordance with the terms of this Agreement or as ordered by a court of competent jurisdiction.

Now, therefore, in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties agree as follows:

## Agreement

- 1. Content of Deposits.** Deposits will be of two kinds: Full Deposits and Incremental Deposits. Each Full Deposit will consist of Registry Data that reflects the current and complete Registry Database. Incremental Deposits will consist of data that reflects all transactions involving the database that are not reflected in the last previous Full Deposit or Incremental Deposit, as the case may be.
- 2. Schedule for Deposits.** Registry Operator must create and deliver or cause to be created and delivered to Escrow Agent a Full Deposit once each week, according to the schedule specified in Exhibit A set forth on Appendix 1. Registry Operator must create and deliver or cause to be created and delivered to Escrow Agent an Incremental Deposit once each day during which a Full Deposit is not made, according to the schedule specified in Exhibit A set forth on Appendix 1. All parties understand and agree that Escrow Agent is only responsible for performance of its obligations as specified in Appendix 1, which contains Exhibits A-D to this Agreement, as of the Beginning Date of this Agreement and that Escrow Agent shall be obligated only to future amendments to Appendix 1 that are mutually agreed to in writing by ICANN, Registry Operator, and Escrow Agent.
- 3. Format of Deposits.** The data in each Full Deposit and in each Incremental Deposit shall follow the data format specified in the Escrow Deposit Format Specification (the "Format Specification"), specified in Exhibit B set forth on Appendix 1.
- 4. Procedure for Deposits.** Each properly formatted Full Deposit and Incremental Deposit shall be processed and electronically delivered in encrypted form to Escrow Agent according to the transfer process described in Exhibit C set forth on Appendix 1.
- 5. Notification of Deposits.** Simultaneous with the delivery to Escrow Agent of any Full or Incremental Deposit, Registry Operator shall deliver or caused to be delivered to Escrow Agent and ICANN a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Full or Incremental Deposit by the ICANN-provided software (as described in Exhibit C set forth on Appendix 1) and states that the Full or Incremental Deposit (as the case may be) has been inspected by Registry Operator (or Registry Operator's agent at Registry Operator's direction) according to the procedures described in Exhibit C set forth on Appendix 1 and is complete and accurate. Escrow Agent shall notify ICANN of all Deposits received, within two business days of receipt.
- 6. Verification.** Within two business days after receiving each Full or Incremental

Deposit, Escrow Agent shall verify the format and completeness of each Deposit by performing the verification procedures specified in Exhibit D set forth on Appendix 1 and shall deliver to ICANN a copy of the verification report generated for each Deposit (which may be by authenticated e-mail). If Escrow Agent discovers that any Deposit fails the verification procedures, Escrow Agent shall notify, including by email and fax, Registry Operator and ICANN of such nonconformity within forty-eight hours of discovery. Upon notification of such verification failure, Registry Operator shall begin or cause the beginning of the development of modifications, updates, corrections, and other fixes of the Full or Incremental Deposit necessary for the Deposit to pass the verification procedures and shall deliver or caused to be delivered such fixes to Escrow Agent as promptly as possible. Escrow Agent shall verify the accuracy or completeness of any such corrected Deposit pursuant to the procedures in this Section 6 and shall send ICANN a copy of the successful report within twenty-four hours. The failure of any Full or Incremental Deposit to meet verification procedures and any efforts by Registry Operator to remedy such failure shall not delay the delivery of any subsequent scheduled Full or Incremental Deposits pursuant to the schedule in Exhibit A set forth on Appendix 1. Escrow Agent shall deliver, on the first business day of each month, (i) a written certification to ICANN that Escrow Agent has performed such verification procedures on each Deposit received during the last month, and (ii) copies of the verification reports generated for each Deposit received during the last month.

## **7. Retention and Confidentiality.**

**7.1 Retention.** Escrow Agent shall hold and maintain the Deposits in a secure, locked, and environmentally safe facility that is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall use commercially reasonable efforts to protect the integrity of the Deposits. ICANN and Registry Operator shall have the right to inspect Escrow Agent's written records with respect to this Agreement upon reasonable prior notice and during normal business hours.

**7.2 Destruction of Deposits.** At all times, Escrow Agent shall retain the four most recent Full Deposits and all Incremental Deposits after the earliest of those four Full Deposits, all of which must have passed the verification procedures specified in Exhibit D set forth on Appendix 1. Escrow Agent may destroy any Deposits reflecting the Registry Database prior to these four most recent Full Deposits.

**7.3 Confidentiality.** Escrow Agent shall use commercially reasonable efforts to protect the confidentiality of the Deposits. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available, or use any Deposit (or any copies of any Deposit). Should Escrow Agent be put on notice that it is required to disclose any Deposits by statute, rule, regulation, order, or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body (other than any requirement pursuant to Sections 9.1.6, 11.5, and 13 of this Agreement), Escrow Agent shall notify Registry Operator and ICANN within

seven days or as soon as practicable and reasonably cooperate with Registry Operator and/or ICANN in any contest of the disclosure. Should any contest prove unsuccessful, Escrow Agent shall not be held liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement.

**8. Duplication.** Escrow Agent may duplicate any Deposit by any commercially reasonable means in order to comply with the terms and provisions of this Agreement, provided that Registry Operator shall bear the expense of such duplication. Alternatively, Escrow Agent, by notice to Registry Operator, may reasonably require Registry Operator to promptly oversee the duplication of any Deposit.

**9. Release of Deposits to ICANN.** Within five business days after Escrow Agent's receipt of the required notices specified in Section 9.1, together with the documents specified in Section 9.2-9.4, Escrow Agent shall deliver to ICANN all Deposits, or a copy of all Deposits, in Escrow Agent's possession:

**9.1 Notices:**

9.1.1 A written notice by Registry Operator requesting Escrow Agent to effect such delivery to ICANN; or

9.1.2 A written notice by ICANN that the Sponsored TLD Registry Agreement has: (i) expired without renewal, or (ii) been terminated; or

9.1.3 A written notice by ICANN that all of the following have occurred:

9.1.3.1 ICANN failed, with respect to (a) any Full Deposit or (b) five Incremental Deposits within any calendar month, to receive, within five calendar days after the Deposit's scheduled delivery date, notification of receipt from Escrow Agent; and

9.1.3.2 ICANN gave notice to Escrow Agent and Registry Operator of that failure; and

9.1.3.3 ICANN has not, within seven calendar days after the notice under Section 9.1.3.2, received notice from Escrow Agent that the Deposit has been received; or

9.1.4 A written notice by ICANN that all of the following have

occurred:

9.1.4.1 ICANN has received notification from Escrow Agent of failed verification of a Full Deposit or failed verification of five Incremental Deposits within any calendar month; and

9.1.4.2 ICANN gave notice to Registry Operator of that receipt; and

9.1.4.3 ICANN has not, within seven calendar days after the notice under Section 9.1.4.2, received notice from Escrow Agent of verification of a remediated version of the Deposit; or

9.1.5 A written notice by ICANN that release of the Deposits is mandated by non-payment of any fees due to Escrow Agent, pursuant to Section 15 of this Agreement; or

9.1.6 A written notice by ICANN that a court, arbitral, legislative, or government agency that ICANN finds to be of competent jurisdiction has issued an order, rule, statute, regulation, or other requirement (a copy of which ICANN has provided to Registry Operator) that mandates the release of the Deposits to ICANN;

and

9.2 A written statement from ICANN or Registry Operator (whichever gave the notice under Section 9.1) to Escrow Agent that ICANN or Registry Operator (whichever gave the notice under Section 9.1) has previously notified the other party in writing; and

9.3 Written instructions from ICANN or Registry Operator (whichever gave the notice under Section 9.1) to Escrow Agent that the Deposits are to be released and delivered to ICANN; and

9.4 A written undertaking by ICANN to Escrow Agent that the Deposits will be used only as permitted under the terms of the Sponsored TLD Registry Agreement. Upon release of any Deposits to ICANN, Escrow Agent shall at the same time deliver to Registry Operator a photostatic copy of the notice(s) it received from ICANN under Sections 9.1.2 to 9.1.6, as applicable.

## **10. Release of Deposit to Registry Operator Upon Termination. Escrow Agent**

shall deliver all Deposits to Registry Operator upon termination of this Agreement in accordance with Section 14.2 of this Agreement.

## **11. Procedure After Release.**

11.1 Right to Use Deposits. Upon release of any Deposits to ICANN pursuant to Section 9, ICANN (or its assignee in accordance with the Sponsored TLD Registry Agreement) shall immediately have the right to exercise or have exercised all rights in the Deposits pursuant to the Sponsored TLD Registry Agreement, including as necessary to provide registry services.

11.2 Objection Notices. Upon release of any Deposits to ICANN pursuant to Section 9, Registry Operator shall have thirty calendar days to notify Escrow Agent and ICANN in writing (the "Objection Notice") of its objection to the release of the Deposits to ICANN and request that the issue of entitlement to the Deposits be resolved pursuant to the dispute resolution procedures in the Sponsored TLD Registry Agreement. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement according to Section 17.2. The parties agree that (i) Registry Operator shall have no rights (other than pursuant to this Section 11.2) to object to any release of the Deposits, and (ii) the delivery of an Objection Notice and the commencement of dispute resolution procedures in accordance with the Sponsored TLD Registry Agreement shall not delay release of any Deposits to ICANN pursuant to Section 9.

11.3 Dispute-Resolution Procedures. Registry Operator and ICANN each agrees that it may not challenge, in proceedings for the resolution of disputes between or among those parties under this Agreement, the resolution of any issues, claims, or defenses that were decided, or which it had a reasonable opportunity and motive to raise, in proceedings to which it was a party under the Sponsored TLD Registry Agreement. For avoidance of doubt, Escrow Agent is not a party to the Sponsored TLD Registry Agreement and, except as provided in Section 2 above, is not bound by its terms, but Escrow Agent agrees to work in good faith with ICANN and Registry Operator to facilitate the resolution of any proceedings relating to this Agreement brought pursuant to the Dispute Resolution Procedures.

11.4 Withdrawal of Objection Notice. Registry Operator may, at any time, notify the other parties that it wishes to withdraw its Objection Notice.

11.5 Dispute Resolution Decisions.



11.5.1 If the release of Deposits under Section 9 is determined in accordance with the dispute-resolution procedures set forth in the Sponsored TLD Registry Agreement to have been proper, Escrow Agent shall promptly deliver, in accordance with the instructions specified in Section 9.3, any Deposits that have not previously been delivered.

11.5.2 If the release of Deposits under Section 9 is determined in dispute-resolution procedures to have been improper, ICANN shall promptly return or destroy, at Registry Operator's discretion, the Deposits received under Section 9.

**12. Infringement Indemnification.** Anything in this Agreement to the contrary notwithstanding, Registry Operator at its own expense shall defend and hold ICANN, Escrow Agent and each of their directors, officers, agents and employees (each, an "Indemnified Party") fully harmless from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnified Party in connection with and to the extent such claim or action is based on an assertion that Escrow Agent's proper administration of this Agreement with respect to any Deposit or ICANN's use of the Deposit within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Registry Operator in writing. At its option, Registry Operator may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. An Indemnified Party shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

### **13. Interpleader.**

13.1 Escrow Agent may submit any dispute under this Agreement to any court of competent jurisdiction in an interpleader or similar action. Any and all costs incurred by Escrow Agent in connection therewith, including reasonable attorneys' fees and costs, shall be borne equally by each of Registry Operator and ICANN that are parties to such interpleader or similar action.

13.2 Escrow Agent shall perform any acts ordered by any court of competent jurisdiction, without any liability or obligation to any party hereunder by reason of such act.

## 14. Term and Termination.

14.1 Term. The initial term of this Agreement shall be one year, commencing on the Beginning Date (the "Initial Term"). This Agreement shall be automatically renewed for an additional term of one year ("Additional Term") at the end of the Initial Term and each Additional Term hereunder unless, on or before ninety days prior to the end of the Initial Term or an Additional Term, a party notifies the other parties that it wishes to terminate this Agreement at the end of such term. In the event a party gives the other parties such notice of termination, and Registry Operator and ICANN cannot agree to resolve, by the end of the then-current term, any disputes regarding the renewal of this Agreement or the establishment of a replacement escrow agent: (i) Registry Operator and ICANN shall resolve any such disputes through of the dispute resolution procedures set forth in the Sponsored TLD Registry Agreement; (ii) this Agreement shall continue to remain in effect during the resolution of any such disputes; and (iii) Escrow Agent shall have the right to invoice either Registry Operator or ICANN for the data escrow services provided during this dispute resolution period at the rates listed in Exhibit E attached hereto.

14.2 Termination. This Agreement shall terminate upon the occurrence of any of the following:

14.2.1 Termination of this Agreement by Registry Operator and ICANN, upon having delivered to Escrow Agent a written notice signed by ICANN stating their common intent to terminate this Agreement upon ninety days' notice;

14.2.2 Termination of this Agreement by Escrow Agent pursuant to Section 15; or

14.2.3 As provided in Section 14.1.

**15. Fees and Payments.** Registry Operator shall pay to Escrow Agent the applicable fees and charges listed in Exhibit E attached hereto as compensation for Escrow Agent's services under this Agreement. Fees and charges under this Agreement are due within thirty (30) calendar days from the date of invoice in U.S. currency. If Registry Operator fails to pay any fees or charges invoiced by Escrow Agent by the due date(s), Escrow Agent shall give written notice to Registry Operator of non-payment of any such past-due fees hereunder and, in that event, the Registry Operator shall have the right to pay the past-due fee(s) within ten business days after receipt of the notice from Escrow Agent. If Registry Operator fails to pay in full all such past-due fees during the ten day period, Escrow Agent shall give notice of non-payment of any past-due fees to ICANN and, in that event,

ICANN shall have the right but not the obligation to pay the past-due fee within ten business days of receipt of such notice from Escrow Agent. In the event ICANN shall pay such past-due fees hereunder, ICANN may pursue a claim of recoupment of such fees from Registry Operator pursuant to the dispute resolution procedures set forth in the Sponsored TLD Registry Agreement. Upon payment of the past-due fee by Registry Operator or ICANN, this Agreement shall continue in full force and effect. If Registry Operator or ICANN fail to pay the past-due fee(s) within the applicable periods under this Section 15, Escrow Agent shall have the right to terminate this Agreement immediately by sending notice of termination to all other parties, and, upon termination and pursuant to Section 9 (see 9.1.5)), Escrow Agent shall deliver to ICANN all Deposits held by Escrow Agent.

**16. Ownership of Deposit Materials.** Subject to the provisions of the Sponsored TLD Registry Agreement (including Subsection 6.5), the parties recognize and acknowledge that ownership of the Deposit materials during the effective term of this Agreement shall remain with the Registry Operator at all times.

## **17. Miscellaneous.**

17.1 Remedies. For the purposes of fulfilling its obligations under this Agreement, Escrow Agent may act in good faith reliance on, and shall not be held liable for, any written notice, instruction, instrument, or other writing signed or presented by a person with apparent authority to act on behalf of Registry Operator or ICANN.

17.2 Dispute Resolution. Registry Operator and ICANN agree to resolve any disputes they may have as between or among themselves under this Agreement, including any objections to release of the Deposits pursuant to Section 9.1, solely pursuant to the dispute-resolution procedures in the Sponsored TLD Registry Agreement.

### 17.3 Limitation of Liability and Consequential Damages Waiver.

17.3.1 Except for liability arising from (i) death or bodily injury; or (ii) gross negligence, or willful misconduct, in any dispute between Registry Operator and/or ICANN on the one hand and Escrow Agent on the other hand, all liability of Escrow Agent, Registry Operator and/or ICANN related to this Agreement, if any, whether arising in contract, tort (including negligence) or otherwise, shall be limited to an amount equal to the then annual fees paid to Escrow Agent under this Agreement.

17.3.2 As between Registry Operator and ICANN the liability limitations of the Sponsored TLD Registry Agreement also apply.

17.3.3 In no event shall any party to this Agreement be liable to another party for any incidental, special, punitive or consequential damages, lost profits, any costs or expenses for the procurement of substitute services (excluding substitute escrow services), or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties.

17.3.4 Obligations under the Infringement Indemnification of Section 12 are expressly excluded from this Limitation of Liability provision.

17.3.5 Each party expressly reserves all rights in law or equity to enforce the provisions of this Agreement, subject only to the limitations set forth in this Section 17.3.

17.4 Independent Contractor. Escrow Agent is an independent contractor and is not an employee or agent of Registry Operator or ICANN.

17.5 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by Registry Operator, ICANN, or Escrow Agent to any non-party to this Agreement, including but not limited to any domain-name holder or registrar.

17.6 Amendments. This Agreement shall not be modified or amended except in writing executed by each of the parties.

17.7 Assignment. Neither Registry Operator nor ICANN may assign or transfer this Agreement (by merger, sale of assets, operation of law, or otherwise), except that the rights and obligations of Registry Operator or ICANN automatically shall be transferred to the assignee of one of those parties' rights and obligations under the Sponsored TLD Registry Agreement. Escrow Agent may not assign or transfer this Agreement without the prior written consent of Registry Operator and ICANN which consent shall not be unreasonably withheld or delayed. However, Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of ICANN or Registry Operator unless Escrow Agent receives clear, authoritative and conclusive written evidence of the change of parties.

17.8 Entire Agreement. This Agreement, including all exhibits referenced herein, supersedes all prior discussions, understandings, and agreements between Escrow Agent and the other parties with respect to the data escrow services. Registry Operator and ICANN acknowledge and agree

that, as between themselves, the Sponsored TLD Registry Agreement (including all its appendices) is intended to co-exist with this Agreement; this Agreement is supplementary to the Sponsored TLD Registry Agreement; and the Sponsored TLD Registry Agreement shall control in the event of any conflict between this Agreement and the Sponsored TLD Registry Agreement.

17.9 Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.

17.10 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts-of-laws principles. The parties consent and agree that jurisdiction and venue for any legal proceedings relating to this Agreement shall lie with the state and federal courts of Los Angeles County in the State of California.

17.11 Notices. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and shall be delivered by hand, by commercial overnight delivery service which provides for evidence of receipt, by certified mail, return receipt requested, postage prepaid, by facsimile, or by e-mail (e-mail to be followed promptly at receiver's request by a copy delivered by one of the other means of delivery) to the corresponding addresses listed on the signature page of this Agreement. If delivered personally, by commercial overnight delivery service, by facsimile, or by e-mail, the date on which the notice, request, instruction, or document is delivered shall be the date on which delivery is deemed to be made, and if delivered by mail, the date on which such notice, request, instruction, or document is received shall be the date on which delivery is deemed to be made. Any party may change its address for the purpose of this Agreement by notice in writing to the other parties as provided herein. Any correctly addressed notice to the last known address of the other parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

17.12 Survival. Sections 7.3, 9, 10, 11, 12, 13, 17.3 and this Section 17.12 shall survive any termination of this Agreement.

17.13 No Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or single or partial exercise of

any right, power, or remedy by any party will preclude any other or further exercise of that or any other right, power, or remedy. No express waiver or assent by any party to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition.

**17.14 Regulations.** ICANN, Registry Operator and Escrow Agent are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit may be delivered in accordance with the provisions of this Agreement. With respect to Deposit containing personal information and data, Registry Operator agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Escrow Agent hereunder, and results in the activities contemplated hereunder being or becoming unlawful, ICANN and/or Registry Operator (to the extent that either ICANN and/or Registry Operator have actual knowledge of such law or regulation) will notify Escrow Agent and Escrow Agent will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

**17.16 Separation of Conflicting Businesses.** Escrow Agent shall adhere to strict separation of business practices with respect to its registrar/registry data escrow and domain name businesses. Escrow Agent shall ensure that all personnel with access to Deposits in an unencrypted form, if applicable, are provided with strict guidance on conflict of interest avoidance with respect to Escrow Agent's domain name businesses and the confidentiality obligations set forth in this Agreement. Escrow Agent shall ensure that no employees providing services to customers in its domain name businesses have access to Deposits (encrypted or unencrypted). In addition, the service delivery teams for Escrow Agent's registrar/registry data escrow business and Escrow Agent's domain businesses shall not be located in the same facility.

**17.15 Force Majeure.** No party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire,

epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(balance of this page intentionally left blank – signature page follows)

IN WITNESS WHEREOF each of the parties has caused its duly authorized officer to execute this Agreement as of the date and year first above written.

Escrow Agent

By:

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Registry Operator

By:

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_  
Internet Corporation for Assigned Names and Numbers

By:

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Exhibit E – Escrow Agent’s Fees**

This Exhibit, which sets forth Escrow Agent's fees, is subject to negotiation between Registry Operator and Escrow Agent and has been redacted.





## Appendix 3 (5 May 2005)

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### Zone File Access Agreement

#### 1. Parties

The User named in this Agreement hereby contracts with [name of Registry Operator] ("[nickname of Registry Operator]") for a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by [nickname of Registry Operator] from time to time, and to transfer a copy of the described Data to the User's Internet host machine specified below, under the terms of this Agreement. Upon execution of this Agreement by [nickname of Registry Operator], [nickname of Registry Operator] will return a copy of this Agreement to you for your records with your UserID and Password entered in the spaces set forth below.

#### 2. User Information

(a) User: \_\_\_\_\_

(b) Contact Person: \_\_\_\_\_

(c) Street Address: \_\_\_\_\_

(d) City, State or Province: \_\_\_\_\_

(e) Country and Postal Code: \_\_\_\_\_

(f) Telephone Number: \_\_\_\_\_  
(including area/country code)

(g) Fax Number: \_\_\_\_\_  
(including area/country code)

(h) E-Mail Address: \_\_\_\_\_

(i) Specific Internet host machine which will be used to access [nickname of Registry Operator]'s server to transfer copies of the Data:

Name: \_\_\_\_\_

IP Address: \_\_\_\_\_

(j) Purpose(s) for which the Data will be used: During the term of this Agreement, you may use the data for any legal purpose, not prohibited under Section 4 below. You may incorporate some or all of the Data in your own products or services, and distribute those products or services for a purpose not prohibited under Section 4 below.

### 3. Term

This Agreement is effective for a period of three (3) months from the date of execution by [nickname of Registry Operator] (the "Initial Term"). Upon conclusion of the Initial Term this Agreement will automatically renew for successive three-month renewal terms (each a "Renewal Term") until terminated by either party as set forth in Section 12 of this Agreement or one party provides the other party with a written notice of termination at least seven (7) days prior to the end of the Initial Term or the then current Renewal Term.

NOTICE TO USER: CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS. YOU MAY USE THE USER ID AND ASSOCIATED PASSWORD PROVIDED IN CONJUNCTION WITH THIS AGREEMENT ONLY TO OBTAIN A COPY OF [TLD label] TOP-LEVEL DOMAIN ("TLD") ZONE FILES, AND ANY ASSOCIATED ENCRYPTED CHECKSUM FILES (COLLECTIVELY THE "DATA"), VIA THE FILE TRANSFER PROTOCOL ("FTP") OR THE HYPERTEXT TRANSFER PROTOCOL ("HTTP") PURSUANT TO THESE TERMS.

### 4. Grant Of Access

[nickname of Registry Operator] grants to you a non-exclusive, non-transferable, limited right to access an Internet host server or servers designated by [nickname of Registry Operator] from time to time, and to transfer a copy of the Data to the Internet host machine identified in Section 2 of this Agreement no more than once per 24 hour period using FTP or HTTP for the purposes described in this Section 4. You agree that you will:

(a) use this Data only for lawful purposes but that under no circumstances will you use this Data to: (1) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass unsolicited, commercial advertising or solicitations to entities other than your own existing customers; or (2) enable high volume, automated, electronic processes that send queries or data to the systems of [nickname of Registry Operator] or any ICANN-Accredited Registrar, except as reasonably necessary to register domain names or modify existing registrations. [nickname of Registry Operator] reserves the right, with the approval of the Internet Corporation for Assigned Names and Numbers ("ICANN"), to specify additional specific categories of prohibited uses by giving you reasonable written notice at any time and upon receiving such notice you shall not make such prohibited use of the Data you obtain under this Agreement.

(b) copy the Data you obtain under this Agreement into a machine-readable or printed form only as necessary to use it in accordance with this Agreement in support of your use of the Data.

(c) comply with all applicable laws and regulations governing the use of the Data.

(d) not distribute the Data you obtained under this Agreement or any copy thereof to any other party without the express prior written consent of [nickname of Registry Operator], except that you may redistribute the Data insofar as it has been incorporated by you into a value-added product or service that does not permit the extraction of a substantial portion of the Data from the value-added product or service, provided you prohibit the recipient of the Data from using the Data in a manner contrary to Section 4(a).

(e) take all reasonable steps to protect against unauthorized access to, use, and disclosure of the Data you obtain under this Agreement.

## **5. Fee**

You agree to remit in advance to [nickname of Registry Operator] a quarterly fee of \$0 (USD) for the right to access the files during either the Initial Term or Renewal Term of this Agreement. [nickname of Registry Operator] reserves the right to adjust, with the approval of ICANN, this fee on thirty days prior notice to reflect a change in the cost of providing access to the files.

## **6. Proprietary Rights**

You agree that no ownership rights in the Data are transferred to you under this Agreement. You agree that any copies of the Data that you make will contain the same notice that appears on and in the Data obtained under this Agreement.

## **7. Method Of Access**

[nickname of Registry Operator] reserves the right, with the approval of ICANN, to change the method of access to the Data at any time. You also agree that, in the event of significant degradation of system processing or other emergency, [nickname of Registry Operator] may, in its sole discretion, temporarily suspend access under this Agreement in order to minimize threats to the operational stability and security of the Internet.

## **8. No Warranties**

The Data is being provided "as-is." [nickname of Registry Operator] disclaims all warranties with respect to the Data, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

## **9. Severability**

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement.

## **10. No Consequential Damages**

In no event shall [nickname of Registry Operator] be liable to you for any consequential, special, incidental or indirect damages of any kind arising out of the use of the Data or the termination of this Agreement, even if [nickname of Registry Operator] has been advised of the possibility of such damages.

## 11. Governing Law

This Agreement shall be governed and construed in accordance with the laws of [home jurisdiction of Registry Operator]. You agree that any legal action or other legal proceeding relating to this Agreement or the enforcement of any provision of this Agreement shall be brought or otherwise commenced in the [specify local court]. You expressly and irrevocably agree and consent to the personal jurisdiction and venue of the federal and state courts located [home jurisdiction of Registry Operator] (and each appellate court located therein) for matters arising in connection with this Agreement or your obtaining, use, or distribution of the Data. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

## 12. Termination

You may terminate this Agreement at any time by erasing the Data you obtained under this Agreement from your Internet host machine together with all copies of the Data and providing written notice of your termination to [nickname of Registry Operator] at [address of Registry Operator]. [nickname of Registry Operator] has the right to terminate this Agreement immediately if you fail to comply with any term or condition of this Agreement. You agree upon receiving notice of such termination of this Agreement by [nickname of Registry Operator] or expiration of this Agreement to erase the Data you obtained under this Agreement together with all copies of the Data.

## 13. Definition

"Data" means all data contained in a DNS zone file for the Registry TLD as provided to TLD nameservers on the Internet.

## 14. Entire Agreement

This is the entire agreement between you and [nickname of Registry Operator] concerning access and use of the Data, and it supersedes any prior agreements or understandings, whether written or oral, relating to access and use of the Data.

[ Full name of Registry Operator]	User:
By: (sign)	By: (sign)
Name: (print)	Name: (print)
Title:	Title:

Date: \_\_\_\_\_ | Date: \_\_\_\_\_

**ASSIGNED USERID AND PASSWORD**

(To be assigned by [nickname of Registry Operator] upon execution of this Agreement):

USERID: _____	PASSWORD: _____
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## Appendix 4 (5 May 2005)

### Registry Operator's Monthly Report

Registry Operator shall provide the following information in its monthly reports. Reports shall be submitted via email to <[registry-reports@icann.org](mailto:registry-reports@icann.org)>. ICANN shall use reasonable commercial efforts to preserve the confidentiality of the information reported until three months after the end of the month to which the report relates.

- 1. Accredited Registrar Status.** State the number of registrars in each of the following three categories: (1) operational, (2) ramp-up (registrars that have received a password for access to OT&E), and (3) pre-ramp-up (registrars that have requested access, but have not yet entered the ramp-up period).
- 2. Service Level Agreement Performance.** Compare Service Level Agreement requirements with actual performance measures for the reporting month.
- 3. TLD Zone File Access Activity.** State the total number of zone file access passwords at end of the reporting month.
- 4. Completed System Software Releases.** Describe significant releases during the reporting month, including release name, features, and completion date.
- 5. Whois Service Activity.** State the number of Whois queries during the reporting month.
- 6. Total Number of Transactions by Subcategory by Month.** State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers, restores.
- 7. Daily Transaction Range.** Tabulate the number of total daily transactions. The range of transaction volume should be shown for each month, along with the average daily transaction volume.
- 8. Per-Registrar Activity Report.** This report shall be transmitted to ICANN electronically in comma or pipe separated-value format, using the following fields per registrar:

--	--	--	--	--

Field #	Field Name	Notes
01	registrar-name	registrar's full corporate name
02	iana-id	<a href="http://www.iana.org/assignments/registrar-ids">http://www.iana.org/assignments/registrar-ids</a>
03	total-domains	total domains under sponsorship
04	total-nameservers	total nameservers registered
05	net-adds-1-yr	domains successfully added (and not deleted within the add grace period)
06	net-adds-2-yr	number of domains successfully registered with an initial term of two years
07	net-adds-3-yr	number of domains successfully registered with an initial term of three years
08	net-adds-4-yr	etc.
09	net-adds-5-yr	" "
10	net-adds-6-yr	" "
11	net-adds-7-yr	" "
12	net-adds-8-yr	" "
13	net-adds-9-yr	" "
14	net-adds-10-yr	" "
15	net-renews-1-yr	domains renewed either automatically or by command (and not deleted within the renew grace period)
16	net-renews-2-yr	number of domains successfully renewed with a new renewal period of two years
17	net-renews-3-yr	number of domains successfully renewed with a new renewal period of three years
18	net-renews-4-yr	etc.
19	net-renews-5-yr	" "
20	net-renews-6-yr	" "
21	net-renews-7-yr	" "
22	net-renews-8-yr	" "
23	net-renews-9-yr	" "
24	net-renews-10-yr	" "
25	transfer-gaining-successful	transfers initiated by this registrar that were ack'd by the other registrar – either by command or automatically
26	transfer-gaining-nacked	transfers initiated by this registrar that were n'acked by the other registrar
27	transfer-losing-successful	transfers initiated by another registrar that this registrar ack'd – either by command or automatically
28	transfer-losing-nacked	transfers initiated by another registrar that this registrar n'acked
29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed
30	transfer-disputed-lost	number of transfer disputes this registrar lost
31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision
32	deleted-domains-	domains deleted within the add grace period

	grace	
33	deleted-domains-nograce	domains deleted outside the add grace period
34	restored-domains	domain names restored from redemption period
35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report





## Appendix 5 (5 May 2005)

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### Whois Specifications

#### Public Whois Specification

Public Whois for the Sponsored TLD will be provided according to the specification described in Appendix S.

#### Whois Provider Data Specification

Registry Operator shall ensure the provision of bulk access to up-to-date data concerning domain name and nameserver registrations maintained on behalf of Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of providing free public query-based access to up-to-date data concerning domain name and nameserver registrations in multiple TLDs, to a party designated from time to time in writing by ICANN (the "Designated Recipient"). Any agreement between ICANN and a Designated Recipient for the license of such data (a "Whois License Agreement") will provide Registry Operator with the right to enforce the Designated Recipient's obligations under this Appendix and the Whois License Agreement directly against the Designated Recipient, whether through being made a party to or third-party beneficiary of such agreement or through such other means as may be appropriate. In addition, any Whois License Agreement will include the following provisions governing the use of such data by the Designated Recipient:

1. The Designated Recipient shall only use the data provided by the Registry Operator for the purpose of providing free public query-based Whois access as described in Section 3.1(c)(v) of the Sponsored TLD Registry Agreement. The Designated Recipient may not use such data for any other purpose.
2. The Designated Recipient shall use best efforts to implement any corrections to the data provided by the Registry Operator as soon as practicable.
3. The Designated Recipient must take such technical and organizational security measures as are, at a minimum, equivalent to those implemented by the Registry Operator with respect to such data.
4. Except for providing free public query-based access according to item 1 above, the

Designated Recipient shall not transfer the data to any third party for any purpose except in the event that such third party becomes bound in the same manner as a Designated Recipient by the provisions of this Appendix and the Whois License Agreement.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry Operator and ICANN during the design process as well as during the IETF standards process. In addition, Registry Operator agrees to ensure the implementation of changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following provides the target architecture and initial functionality.

## **A. Procedures for Providing Access**

Registry Operator shall ensure the preparation of (i) full data sets for one day of each week (the day to be designated by ICANN) and (ii) incremental data sets for all seven days of each week. Full and incremental data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays. (Note that on the ICANN-designated day both an incremental and a full data set are prepared.)

**1. Preparation of Files Containing Data Sets.** Each full and incremental data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

For full data sets: "wfYYMMDD" where "YYMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

For incremental data sets: "wiYYMMDD" where "YYMMDD" follows the same format.

b. The Registry Operator may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors in case of transfer fault. The Registry Operator may optionally specify to compress the document using the Unix GZIP command (or equivalent) to reduce the file size.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) The Data Recipient's public key will be used for the encryption and the Registry Operator's private

key will be used for the signature. Public keys will be exchanged between the Registry Operator and the Designated Recipient by e-mail, physical delivery of floppy diskettes, or other agreed means.

**2. Transmission of Full Data Sets.** Once prepared, full data sets will be provided either by the procedures for incremental data sets described in item A(3) below or, at the option of either the Registry Operator or the Designated Recipient, by writing the full data set to DAT tape (or other media mutually agreed by Registry Operator and the Designated Recipient) and sending it to the Designated Recipient by expedited delivery service (such as FedEx or DHL). If sent by expedited delivery service, the full data set will be scheduled for arrival no later than the second calendar day following the day to which the full backup relates.

**3. Transmission of Incremental Data Sets.** To permit the transmission of incremental data sets, Registry Operator shall specify to make them available for download by the Designated Recipient by Internet File Transfer Protocol. Incremental data sets will be made available for download no later than 2000 UTC on the day to which they relate.

## B. Content

The data sets (whether full or incremental) will consist of four types of objects:

**1. Domain Objects.** One type of object is the domain object, which corresponds to a single Registered Name. Each domain object includes the following data:

- Domain ID
- Domain Name
- Sponsoring Registrar (IANA-assigned identifier)
- Domain Status
- ENS\_AuthId
- Registrant, Administrative, Technical and Billing Contact Information (references to appropriate contact objects)
- Maintainer URL
- Names of Nameservers associated with this domain
- Created by Registrar (IANA-assigned identifier)
- Last Updated by Registrar (IANA-assigned identifier)
- Last Transferred Date
- Additional fields (Registry Operator specified)
- Domain Registration Date
- Domain Expiration Date
- Domain Last Updated Date

**2. Nameserver Objects.** A second type of object is the nameserver object, which corresponds to a single registered nameserver. The nameserver object includes the following data:

- Nameserver ID
- Nameserver Name
- IP Addresses associated
- Sponsoring Registrar (IANA-assigned identifier)

Created by Registrar (IANA-assigned identifier)  
 Nameserver Last Updated by Registrar (IANA-assigned identifier)  
 Created Date  
 Last Updated Date  
 Last Transferred Date

**3. Contact Objects.** A third type of object is the contact object, which corresponds to a single contact (whether registrant, administrative, technical, or billing contact). The contact object includes the following data:

Contact ID  
 Contact Name  
 Contact Organization  
 Contact Address, City, State/Province, Country  
 Contact Postal Code  
 Contact Phone, Fax, E-mail  
 Contact Registration Date  
 Contact Last Updated Date  
 Currently Associated  
 Contact Status  
 Additional fields (Registry Operator specified)  
 Sponsoring Registrar (IANA-assigned identifier)  
 Created Registrar (IANA-assigned identifier)  
 Last Transferred Date

**4. Registrar Object.** The final type of object corresponds to a single registrar. It includes the following data:

Registrar ID (conforming to the IANA registrar-ids registry)  
 Registrar Name  
 Registrar Status  
 Registrar Address, City, State/Province, Country  
 Registrar Postal Code  
 Registrar Phone, Fax, E-mail  
 Registrar Administrative Contacts  
 Registrar Technical Contacts  
 Registrar Billing Contacts

**5. Objects Contained in Full and Incremental Data Sets.** Full data sets include one domain object for each Registered Name within the Sponsored TLD; and nameserver, contact, and registrar objects for each nameserver, contact, and registrar referred to in any domain object. Incremental data sets consist of (a) those of the objects constituting a full data set that have been added or updated since the last incremental data set and (b) notations of deletion of any objects since the last incremental data set.

### C. Format

Full and incremental data sets will be XML version 1.0, UTF-8 encoded documents conforming to the following document type definition:

```

<!DOCTYPE whois-data [
  <!ELEMENT whois-data (domain*, del-domain*, nameserver*, del-nameserver*,
contact*, del-contact*, registrar*, del-registrar*) >
  <!-- del-domain, del-nameserver, del-contact, and del-registrar child elements are only
meaningful where the attribute type= "Incremental" -->
  <!ATTLIST whois-data
    tld NMTOKEN #FIXED "jobs"
    date CDATA #REQUIRED
    type (Full | Incremental)
  version CDATA #FIXED "1.0" >
  <!ELEMENT domain (name, url)>
  <!ATTLIST domain
    dom-id ID #REQUIRED
    registrar-id IDREF #REQUIRED
    registrant-id IDREF #REQUIRED
    ENS_AuthId IDREF #REQUIRED
    admin-id IDREF #REQUIRED
    tech-id IDREF #REQUIRED
    billing-id IDREF #REQUIRED
    nameserver-id IDREFS #IMPLIED
    status (NEW | ACTIVE | INACTIVE | HOLD | LOCK | CLIENT-HOLD | CLIENT-LOCK |
PENDING-TRANSFER | PENDING-DELETE)
    created-by IDREF #REQUIRED
    updated-by IDREF #REQUIRED
    cre-date CDATA #REQUIRED
    exp-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #REQUIRED>
  <!ELEMENT del-domain EMPTY >
  <!--the presence of this element in an incremental data set indicates that the domain has
been deleted since the last incremental data set -->
  <!ATTLIST del-domain
    dom-id ID #REQUIRED >
  <!ELEMENT nameserver (name, ip, ip+) >
  <!ATTLIST nameserver
    nameserver-id ID #REQUIRED
    registrar-id IDREF #REQUIRED
    created-by IDREF #REQUIRED
    updated-by IDREF #REQUIRED
    cre-date CDATA #REQUIRED
    upd-date CDATA #REQUIRED
    xfer-date CDATA #REQUIRED >
  <!ELEMENT del-nameserver EMPTY >
  <!--the presence of this element in an incremental data set indicates that the nameserver
has been deleted since the last incremental data set -->
  <!ATTLIST del-nameserver
    nameserver-id ID #REQUIRED >
  <!ELEMENT contact (name, org, address, post-code, country, phone, fax-, e-mail) >
  <!ATTLIST contact
    contact-id ID #REQUIRED

```

```

registrar-id IDREF #REQUIRED
created-by IDREF #REQUIRED
updated-by IDREF #REQUIRED
cre-date CDATA #REQUIRED
upd-date CDATA #REQUIRED
xfer-date CDATA #REQUIRED >
<!ELEMENT del-contact EMPTY >
<!--the presence of this element in an incremental data set indicates that the contact has
been deleted since the last incremental data set -->
<!ATTLIST del-contact
  contact-id ID #REQUIRED >
<!ELEMENT registrar (reg-status, url) >
<!ATTLIST registrar
  registrar-id ID #REQUIRED
  contact-id IDREF #REQUIRED
  admin-id IDREFS #REQUIRED
  tech-id IDREFS #REQUIRED
  billing-id IDREFS #REQUIRED
  cre-date CDATA #REQUIRED
  upd-date CDATA #REQUIRED>
<!ELEMENT del-registrar EMPTY >
<!--the presence of this element in an incremental data set indicates that the registrar
has been deleted since the last incremental data set -->
<!ATTLIST del-registrar
  registrar-id ID #REQUIRED >
<!ELEMENT name (#PCDATA) >
<!ELEMENT ip (#PCDATA) >
<!ELEMENT org (#PCDATA) >
<!ELEMENT address (#PCDATA) >
<!ELEMENT post-code (#PCDATA) >
<!ELEMENT country EMPTY >
<!ATTLIST country cc (AF | AL | DZ | AS | AD | AO | AI | AQ | AG | AR | AM | AW | AU |
AT | AZ | BS | BH | BD | BB | BY | BE | BZ | BJ | BM | BT | BO | BA | BW | BV | BR | IO |
BN | BG | BF | BI | KH | CM | CA | CV | KY | CF | TD | CL | CN | CX | CC | CO | KM | CG |
CD | CK | CR | CI | HR | CU | CY | CZ | DK | DJ | DM | DO | TP | EC | EG | SV | GQ | ER |
EE | ET | FK | FO | FJ | FI | FR | GF | PF | TF | GA | GM | GE | DE | GH | GI | GR | GL |
GD | GP | GU | GT | GN | GW | GY | HT | HM | VA | HN | HK | HU | IS | IN | ID | IR | IQ | IE
| IL | IT | JM | JP | JO | KZ | KE | KI | KP | KR | KW | KG | LA | LV | LB | LS | LR | LY | LI |
LT | LU | MO | MK | MG | MW | MY | MV | ML | MT | MH | MQ | MR | MU | YT | MX | FM |
MD | MC | MN | MS | MA | MZ | MM | NA | NR | NP | NL | AN | NC | NZ | NI | NE | NG | NU
| NF | MP | NO | OM | PK | PW | PS | PA | PG | PY | PE | PH | PN | PL | PT | PR | QA | RE
| RO | RU | RW | SH | KN | LC | PM | VC | WS | SM | ST | SA | SN | SC | SL | SG | SK | SI
| SB | SO | ZA | GS | ES | LK | SD | SR | SJ | SZ | SE | CH | SY | TW | TJ | TZ | TH | TG |
TK | TO | TT | TN | TR | TM | TC | TV | UG | UA | AE | GB | US | UM | UY | UZ | VU | VE |
VN | VG | VI | WF | EH | YE | YU | ZM | ZW | AC | GG | IM | JE | UK ) >
<!ELEMENT phone (#PCDATA) >
<!ELEMENT fax (#PCDATA) >
<!ELEMENT e-mail (#PCDATA) >
<!ELEMENT reg-status (#PCDATA) >
<!ELEMENT url (#PCDATA) >

```

## Whois Data Specification – ICANN

Registry Operator shall ensure the provision of bulk access by ICANN to up-to-date data concerning domain name and nameserver registrations maintained by Registry Operator in connection with the Sponsored TLD on a daily schedule, only for purposes of verifying and ensuring the operational stability of Registry Services, the DNS, and the Internet.

The procedures for providing access, and the specification of the content and format of this data, will be as stated below, until changed according to the Sponsored TLD Registry Agreement. This Appendix is subject to change by agreement of Registry Operator and ICANN during the design process as well as during the IETF standards process. In addition, Registry Operator shall implement changes to this Appendix specified by ICANN to conform to the IETF provreg working group's protocol specification no later than 135 days after the IETF specification is adopted as a Proposed Standard [RFC 2026, section 4.1.1]. Accordingly, the following represents the target architecture and initial functionality.

### A. Procedures for Providing Access

Registry Operator shall ensure the preparation of a full data set for one day of each week (the day to be designated by ICANN). Full data sets shall be up-to-date and coherent as of 1200 UTC on the day to which they relate. Until a different day is designated by ICANN, the full data sets will be prepared for Sundays.

**1. Preparation of Files Containing Data Sets.** Each full data set consists of an XML document meeting the content and format requirements of Parts B and C of this document. Once the XML document is generated, the following preparation steps will be performed:

a. The XML document will be placed in a file named according to the following convention:

"wFYMMDD" where "YMMDD" is replaced with the date (YY=last two digits of year; MM=number of month; DD=day; in all cases a single-digit number should be left-padded with a zero).

b. The Registry Operator may optionally specify to split the document using the Unix SPLIT command (or equivalent) to produce files no less than 1GB each (except the final file). If files are split, an .MD5 file (produced with MD5SUM or equivalent) must be included with the resulting files to isolate errors. The Registry Operator may optionally compress the document using the Unix GZIP command (or equivalent) to reduce the filesize.

c. The file(s) will then be encrypted and signed using PGP, version 6.5.1 or above, with a key of DH/DSS type and 2048/1024-byte length. (Note that PGP compresses the escrow file in addition to encrypting it.) An ICANN public key will be used for the encryption and the Registry Operator's private key will be used for the signature. Public keys will be exchanged between the Registry Operator and ICANN by e-mail, physical delivery of floppy diskettes or other agreed means.

**2. Transmission of Full Data Sets.** Once prepared, full data sets will be provided according to paragraph a below or, at Sponsor and Registry Operator's option, according to paragraph b below:

a. Registry Operator shall specify to make full data sets available for download by ICANN by Internet File Transfer Protocol (FTP) (FTP access will be password protected and limited to prespecified IP ranges). The data sets will be made available for download beginning no later than 2000 UTC on the day to which they relate and until the next full data set becomes available for download.

b. Registry Operator shall specify to write the full data set to DAT (DDS-4) tape (or other media specified by ICANN) and ensure the tape is sent to ICANN by expedited delivery service (such as FedEx or DHL). The full data set will be scheduled for arrival at ICANN no later than the second calendar day following the day to which the data set relates.

## **B. Content**

The full data sets will consist of the objects and contents described for full data sets in the "Public Whois" section of Appendix S.

## **C. Format**

Full data sets will be XML version 1.0, UTF-8 encoded documents conforming to the schema/document type declaration set forth in Exhibit B of Appendix 1.





## Appendix 6 (5 May 2005)

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### Schedule of Reserved Names

Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry Operator shall reserve names formed with the following labels from initial (i.e. other than renewal) registration within the TLD:

**A. Labels Reserved at All Levels.** The following names shall be reserved at the second level and at all other levels within the TLD at which Registry Operator makes registrations:

ICANN-related names:

- aso
- gnso
- icann
- internic
- ccnso

IANA-related names:

- afrinic
- apnic
- arin
- example
- gtld-servers
- iab

- iana
- iana-servers
- iesg
- ietf
- irtf
- istf
- lacnic
- latnic
- rfc-editor
- ripe
- root-servers

**B. Additional Second-Level Reservations.** In addition, the following names shall be reserved at the second level:

- All single-character labels.
- All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry Operator reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry Operator may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.

**C. Tagged Domain Names.** All labels with hyphens in the third and fourth character positions (e.g., "bq--1k2n4h4b" or "xn--ndk061n")

**D. Second-Level Reservations for Registry Operations.** The following names are reserved for use in connection with the operation of the registry for the Registry TLD. Registry Operator may use them, but upon conclusion of Registry Operator's designation as operator of the registry for the Registry TLD they shall be transferred as specified by ICANN:

- nic
- whois
- www

**E. Geographic and Geopolitical Names.** All geographic and geopolitical names contained in the ISO 3166-1 list from time to time shall initially be reserved at both the second level and at all other levels within the TLD at which the Registry Operator provides for registrations. All names shall be reserved both in English and in all related official languages.

In addition, Registry Operator shall reserve names of territories, distinct economies, and other geographic and geopolitical names as ICANN may direct from time to time. Such names shall be reserved from registration during any sunrise period, and shall be registered in ICANN's name prior to start-up and open registration in the TLD. Registry Operator shall post and maintain an updated listing of all such names on its website, which list shall be subject to change at ICANN's direction. Upon determination by ICANN of appropriate standards and qualifications for registration following input from interested parties in the Internet community, such names may be approved for registration to the appropriate authoritative body.



## Appendix 7 (5 May 2005)

### Functional and Performance Specifications

Pursuant to the responsibility delegated to it in Appendix S, Registry Operator will prescribe functional requirements for Registry Services provided for the Sponsored TLD which shall ensure that at least the following minimum functional capabilities are provided.

#### 1. Conventions

The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in IETF RFC [2119](#).

#### 2. Nameserver Requirements

The nameservers for the Sponsored TLD MUST be operated in compliance with the following Requests for Comments (RFCs): [1034](#), [1035](#), [1101](#), [2181](#), [2182](#). In clarification of the statement of host-name rules in these RFCs, all Registered Names SHALL comply with the following syntax in augmented Backus-Naur Form (BNF) as described in RFC [2234](#):

```
dot = %x2E ; "."
dash = %x2D ; "-"
alpha = %x41-5A / %x61-7A ; A-Z / a-z
digit = %x30-39 ; 0-9
ldh = alpha / digit / dash
id-prefix = alpha / digit
label = id-prefix [*61ldh id-prefix]
sldn = label dot label; not to exceed 254 characters
hostname = *(label dot) sldn; not to exceed 254 characters
```

There MUST be nameservers for the Sponsored TLD on at least five different network segments. So that the IANA has zone-file access, zone-file transfers MUST be enabled at all nameservers for transfers to at least 128.9.0.0/16 and 192.0.32.0/20.

#### 3. Registry System Requirements

The registry system **MUST** enforce the name reservations and Charter requirements set forth in Appendix S.

#### **4. Whois Service Requirements**

Whois service **MUST** meet at least the functional specifications set forth in Appendix 5.

#### **5. Data Escrow Requirements**

Data escrow **MUST** meet at least the functional specifications set forth in Appendix 1. The registry shall be capable of storing the data to be escrowed.

#### **6. Reporting Requirements**

The registry system **MUST** provide data sufficient to meet the reporting requirements set forth in Appendix 4.

#### **7. Performance Specifications**

**DNS Service Availability.** Service availability as it applies to the DNS Service refers to the ability of the Nameservers, as a group, to resolve a DNS query from an Internet user. The committed Performance Specification is 99.999% measured in Monthly Timeframes.

**Performance Level.** At any time at which it is available, each Nameserver (including a cluster of Nameservers addressed at a shared IP address) **MUST** be able to handle a load of queries for DNS data that is three times the measured daily peak (averaged over the Monthly Timeframe) of such requests on the most loaded Nameserver.

**Cross-Network Nameserver Performance Requirements.** The committed Performance Specification for cross-network Nameserver performance is a measured Round-trip time of under 300 ms and measured packet loss of under 10%. Cross-network Nameserver performance measurements will be conducted by ICANN at times of its choosing, in the following manner:

The measurements will be conducted by sending strings of DNS request packets from each of four measuring locations to each of the Nameservers and observing the responses from the Nameservers. (These strings of requests and responses are referred to as a "CNNP Test".) The measuring locations will be four root nameserver locations (on the US East Coast, US West Coast, Asia, and Europe).

Each string of request packets will consist of 100 UDP packets at 10-second intervals requesting ns records for arbitrarily selected second-level domains in the Sponsored TLD, preselected to ensure that the names exist in the Sponsored TLD and are resolvable. The packet loss (i.e. the percentage of response packets not received) and the average Round-trip time for response packets received will be noted.

To meet the packet loss and Round-trip-time requirements for a particular CNNP Test, all three of the following must be true:

The Round-trip time and packet loss from each measurement location to at least one Nameserver must not exceed the required values.

The Round-trip time to each of 75% of the Nameservers from at least one of the measurement locations must not exceed the required value.

The packet loss to each of the Nameservers from at least one of the measurement locations must not exceed the required value.

Any failing CNNP Test result obtained during an identified Core Internet Service Failure shall not be considered.

To ensure a properly diverse testing sample, ICANN will conduct the CNNP Tests at varying times (i.e. at different times of day, as well as on different days of the week). The cross-network Nameserver performance requirement will be deemed to have not been met only if the Nameservers persistently fail the CNNP Tests with no less than three consecutive failed CNNP Tests to be considered to have persistently failed.

In the event of persistent failure of the CNNP Tests, ICANN will give Registry Operator written notice of the failures (with backup data) and Registry Operator will have sixty days to cure the failure.

If, following Registry Operator's opportunity to cure, the Nameservers continue to persistently fail CNNP Tests and Registry Operator fails to resolve the problem within thirty days after written notice of the continuing failures, Registry Operator will be in breach of its obligations under the Registry Agreement.

Sixty days before the commencement of testing under this provision, ICANN will provide Registry Operator with the opportunity to evaluate the testing tools and procedures to be used by ICANN. In the event that Registry Operator does not approve of such tools and procedures, ICANN will work directly with Registry Operator to make necessary modifications.

**Whois Service Availability.** The committed Performance Specification for Whois Service is 99.4% measured in Monthly Timeframes.

**Whois Service Performance Level.** The Whois Service will, on average, be able to handle 50 queries per second.

**Whois Service Response Times.** The Whois Service will have a worst-case response time of 1.5 seconds, not including network delays, before it will be considered unavailable.

**Whois Service Updates.** The data provided by the Whois Service will be updated on at least a daily basis.

## 8. Wide Location of Data Centers

Data centers for registration services will be provided by the back-end provider, currently

VeriSign, and will exhibit a wide location of data centers. The primary data center is located in Virginia, USA. The dependent, C2 center is located in the United Kingdom. A disaster recovery data center is also located in Virginia, USA, but on a different power grid than the primary data center.

#### **9. Fail Over Practice**

Fail over from one data center to another will be practiced at least once every two years as part of the registry's robust disaster recovery plan. Any such fail over practice will be planned in advance, and the registrars will be given advance notification.

#### **10. EPP**

Registry Operator will be deploying EPP v.1.0 for communications with the registry.



## Appendix S

(5 May 2005, amended 6 August 2010)

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### Contents

Part I. Sponsored TLD Charter

Part II. Delegated Authority

Part III. Description of Sponsored TLD Community

Part IV. Start-Up Plan

Part V. Selection of Registrars

Part VI. Public Whols

Part VII. Additional Provisions

### Part I. **.JOBS Charter**

I. The .JOBS TLD will be established to serve the needs of the international human resource management community (the "Community"). "Human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization – people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

II. The .JOBS TLD will be managed by Employ Media in accordance with (i) the provisions of this charter (the "Charter"); (ii) the interests of the Community; and (iii) policy directives from The Society for Human Resource Management ("SHRM"), as "Sponsor."

III. SHRM shall act as the policy delegate responsible for establishing registration requirements for second-level domains in the .JOBS TLD, consistent with this Charter and in the interests of the Community. As the world's largest human resource management association, SHRM's tax-exempt purposes include the promotion of the use of sound and ethical human resource practices.



IV. The following persons may request registration of a second-level domain within the .JOBS TLD:

- members of SHRM; or
- persons engaged in human resource management practices that meet any of the following criteria: (i) possess salaried-level human resource management experience; (ii) are certified by the Human Resource Certification Institute; (iii) are supportive of the SHRM Code of Ethical and Professional Standards in Human Resource Management, as amended from time to time, a copy of which is attached hereto.

V. The Sponsor may establish stricter requirements for permitting registrations.

VI. Employ Media will promptly convey to ICANN any modifications that are made to the definition of the Community as determined by the Sponsor.

**SHRM Code of Ethical  
and Professional Standards  
in Human Resource Management**

**Society for Human Resource Management  
CODE PROVISIONS**

\*\*\*\*\*

**PROFESSIONAL RESPONSIBILITY**

**Core Principle**

As HR professionals, we are responsible for adding value to the organizations we serve and contributing to the ethical success of those organizations. We accept professional responsibility for our individual decisions and actions. We are also advocates for the profession by engaging in activities that enhance its credibility and value.

**Intent**

- To build respect, credibility and strategic importance for the HR profession within our organizations, the business community, and the communities in which we work.
- To assist the organizations we serve in achieving their objectives and goals.\*
- To inform and educate current and future practitioners, the organizations we serve, and the general public about principles and practices that help the profession.
- To positively influence workplace and recruitment practices.

- To encourage professional decision-making and responsibility.
- To encourage social responsibility.

### **Guidelines**

- Adhere to the highest standards of ethical and professional behavior.
- Measure the effectiveness of HR in contributing to or achieving organizational goals.
- Comply with the law.
- Work consistent with the values of the profession.
- Strive to achieve the highest levels of service, performance and social responsibility.
- Advocate for the appropriate use and appreciation of human beings as employees.
- Advocate openly and within the established forums for debate in order to influence decision-making and results.

## **PROFESSIONAL DEVELOPMENT**

### **Core Principle**

As professionals we must strive to meet the highest standards of competence and commit to strengthen our competencies on a continuous basis.

### **Intent**

- To expand our knowledge of human resource management to further our understanding of how our organizations function.
- To advance our understanding of how organizations work ("the business of the business").

### **Guidelines**

- Pursue formal academic opportunities.
- Commit to continuous learning, skills development and application of new knowledge related to both human resource management and the organizations we serve.
- Contribute to the body of knowledge, the evolution of the profession and the growth

of individuals through teaching, research and dissemination of knowledge.

- Pursue certification such as CCP, CEBS, PHR, SPHR, etc. where available, or comparable measures of competencies and knowledge.

## **ETHICAL LEADERSHIP**

### **Core Principle**

HR professionals are expected to exhibit individual leadership as a role model for maintaining the highest standards of ethical conduct.

### **Intent**

- To set the standard and be an example for others.
- To earn individual respect and increase our credibility with those we serve.

### **Guidelines**

- Be ethical; act ethically in every professional interaction.
- Question pending individual and group actions when necessary to ensure that decisions are ethical and are implemented in an ethical manner.
- Seek expert guidance if ever in doubt about the ethical propriety of a situation.
- Through teaching and mentoring, champion the development of others as ethical leaders in the profession and in organizations.

## **FAIRNESS AND JUSTICE**

### **Core Principle**

As human resource professionals, we are ethically responsible for promoting and fostering fairness and justice for all employees and their organizations.

### **Intent**

To create and sustain an environment that encourages all individuals and the organization to reach their fullest potential in a positive and productive manner.

### **Guidelines**

- Respect the uniqueness and intrinsic worth of every individual.
- Treat people with dignity, respect and compassion to foster a trusting work

environment free of harassment, intimidation, and unlawful discrimination.

- Ensure that everyone has the opportunity to develop their skills and new competencies.
- Assure an environment of inclusiveness and a commitment to diversity in the organizations we serve.
- Develop, administer and advocate policies and procedures that foster fair, consistent and equitable treatment for all.
- Regardless of personal interests, support decisions made by our organizations that are both ethical and legal.
- Act in a responsible manner and practice sound management in the country(ies) in which the organizations we serve operate.

## **CONFLICTS OF INTEREST**

### **Core Principle**

As HR professionals, we must maintain a high level of trust with our stakeholders. We must protect the interests of our stakeholders as well as our professional integrity and should not engage in activities that create actual, apparent, or potential conflicts of interest.

### **Intent**

To avoid activities that are in conflict or may appear to be in conflict with any of the provisions of this Code of Ethical and Professional Standards in Human Resource Management or with one's responsibilities and duties as a member of the human resource profession and/or as an employee of any organization.

### **Guidelines**

- Adhere to and advocate the use of published policies on conflicts of interest within your organization.
- Refrain from using your position for personal, material or financial gain or the appearance of such.
- Refrain from giving or seeking preferential treatment in the human resources processes.
- Prioritize your obligations to identify conflicts of interest or the appearance thereof; when conflicts arise, disclose them to relevant stakeholders.

## **USE OF INFORMATION**

## Core Principle

HR professionals consider and protect the rights of individuals, especially in the acquisition and dissemination of information while ensuring truthful communications and facilitating informed decision-making.

## Intent

To build trust among all organization constituents by maximizing the open exchange of information, while eliminating anxieties about inappropriate and/or inaccurate acquisition and sharing of information

## Guidelines

- Acquire and disseminate information through ethical and responsible means.
- Ensure only appropriate information is used in decisions affecting the employment relationship.
- Investigate the accuracy and source of information before allowing it to be used in employment related decisions.
- Maintain current and accurate HR information.
- Safeguard restricted or confidential information.
- Take appropriate steps to ensure the accuracy and completeness of all communicated information about HR policies and practices.
- Take appropriate steps to ensure the accuracy and completeness of all communicated information used in HR-related training.

## Society for Human Resource Management

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### Part II. Delegated Authority

The following areas of responsibility for development of policies for the Sponsored TLD are delegated to the Registry Operator, who has engaged The Society for Human Resource Management as policy delegate and VeriSign Naming and Directory Services, Inc., as a back-end provider to assist in provision of such responsibilities, provided the other provisions of the Sponsored TLD Registry Agreement and its Attachments are followed:

1. Establishment of naming conventions to be used in the Sponsored TLD.
2. Restrictions on what types of people or entities may register Registered Names (which

need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter (Attachment 1) is not exceeded.

3. Restrictions on how Registered Names may be used (which need not be uniform for all names within the Sponsored TLD), provided the scope of the Charter (Attachment 1) is not exceeded.
4. Performance of Eligibility and Name-Selection Services (ENS Services), either directly by the Registry Operator or by one or more organizations or individuals to which it delegates the responsibility for performing ENS Services.
5. Mechanisms for enforcement of the restrictions in items 1, 2 and 3, including procedures for cancellation of registrations.
6. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.
7. Selection of back-end registry provider and establishment of the terms of agreement between the Registry Operator and the provider.
8. Functional and performance specifications for, and pricing of, Registry Services.
9. Matters concerning the operation of the registry for the Sponsored TLD.
10. Selection of ICANN-Accredited Registrars to act as registrars for the Sponsored TLD (see Subsection 7.1), consistent with Attachments 8 and 9.
11. Terms of agreement to be offered by the Registry Operator to ICANN-Accredited Registrars selected by the Registry Operator, including provisions for fair treatment by the Registry Operator of those registrars.
12. Practices of ICANN-Accredited Registrars selected by Registry Operator with respect to Registered Names and their registration.
13. Terms of agreement between Registry Operator, registrars and registrants under which Registered Names are registered.
14. Uses and practices by registrants with respect to Registered Names.
15. Procedures and schedule for the start-up of the Sponsored TLD, provided they are consistent with Attachment 8.
16. Provisions for publication of registry and registrar data consistent with the Sponsored TLD Registry Agreement and Registrar Accreditation Agreements.
17. Terms of agreement between or among Registry Operator, registrars, and registrants necessary to give effect to the above.

18. Authorization to initiate the .jobs Policy Development Process (PDP) in place between the Registry Operator and the policy delegate, currently the Society for Human Resource Management, and to enact such policies produced by the PDP.

19. Other areas of responsibility as agreed to in writing by both ICANN and Registry Operator.

### Part III. Description of Sponsored TLD Community

The .JOBS TLD is intended to serve the needs of the international human resource management community (the "Community"). "Human resource management" is the organizational function that focuses on the management and direction of people. The Community consists of those persons who deal with the human element in an organization – people as individuals and groups, their recruitment, selection, assignment, motivation, compensation, utilization, services, training, development, promotion, termination and retirement.

### Part IV. Start-Up Plan

This Attachment specifies the start-up plan for the .jobs TLD. The plan consists of a multiphase process summarized below.

PHASE	TIME FRAME	DESCRIPTION
<b>0. POLICY DEVELOPMENT</b>	Began: 2003  Status: Completed	.jobs Charter;  .jobs Policy Development Process;  Eligible Name Service: companyname.jobs
<b>1. SYSTEM BUILD</b>	March – September 2005	Build registry system
<b>2. INITIAL RESERVATIONS</b>	May - June 2005	Initial reservations for registrant;  Intellectual Property concerns
<b>3. FAMILIARIZATION &amp; CONSULTATION</b>	July - September 2005	Personnel Management Association (PMA) reserved into Pending Status
<b>4. TESTING</b>	July - September 2005	Registry System Tested;  Billing System Tested;  Registrar Operational Test and Evaluation (OT&E)
<b>5. ATTRIBUTION OF NAMES</b>	September 2005	Registry create of reserved names
<b>6. PRE-LAUNCH</b>	Begin: October 2005  End: TBD	PMA Registration Period

<b>7. NORMAL OPERATIONS</b>	Begin at end of Pre-Launch	Domain Name Registration open to all Eligible Community Members
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## PHASE 0: POLICY DEVELOPMENT

Policy development for .jobs name registration began in 2003. In conjunction with its designated policy delegate, the Society for Human Resource Management (SHRM), the following policy determinations have been developed:

- The definition of the .jobs Charter (completed)
- The definition of the .jobs Policy Development Process (completed)
- Eligible Names Service to be in the format of companyname.jobs (completed)

## PHASE 1: SYSTEM BUILD

Work with back-end provider (e.g., VNDS) to provide the back-end Registry system and services related to providing and maintaining the system (e.g., registrar help desk and billing).

- Modify system specs to conform to ICANN registry agreement service levels and performance guidelines.
- Design .jobs registry system integration within VNDS constellation system.
- Provision VNDS and Registry Operator resources towards building system and system integration with other systems (i.e., registrars, Registry Operator back-end systems, etc.).
- Build Registry system with targeted build date of September, 2005.

It is anticipated that Phase 2 and 3 reservations will be received via a reservation system (either provided through the Registrars, by Registry Operator, by a third party under Registry Operator's direction or by coordination between Registrars and Registry Operator). In Phase 1, the .jobs reservation system will be built.

- Create reservation system design based upon Phase 2 and Phase 3 reservation requirements.
- Create a robust reservation system capable of receiving reservations from Qualified Applicants, including information required for verification purposes.
- Design reservation system to be capable of both batch reservations (e.g., Phase 2) and non-batch reservations (e.g., Phase 3).
- Create reservation system database design.



- Provision resources towards building the reservation system up to design specifications.
- Build the reservation system.
- Upload the reservation system for comprehensive testing.
- Perform comprehensive testing of reservation system.

During this Phase Registry Operator will begin discussions with ICANN-accredited Registrars towards execution of an RAA towards commencing registration activities in later Phases and/or accepting reservations in Phase 2.

## **PHASE 2: INITIAL RESERVATIONS**

Phase 2 will last for 2 months (or otherwise as Registry Operator will inform ICANN during Phase 0 or 1 based upon input from the Community) and will allow Employer Organizations wishing to protect their trade name(s) to submit reservation application(s) for domain names reflecting their trade name.

- During Phase 2 only Qualified Applicants (i.e., persons identified in the .JOBS Charter IV, see Attachment 1) who are members of a PMA may submit reservation application(s). Qualified Applicants must evince their status as a PMA member during the application process.
- All applications submitted during the Phase 2 will be internally processed regarding verification. The Registry Operator may require an applicant to submit additional evidence of trade name status in order to complete processing of an application.
- All applications will be held until the completion of Phase 2 (i.e., no registrations will be created in the Registry during Phase 2). During this time the verification system will be tested and modified as required to accommodate live applications.

Members of the Community will be encouraged to submit reservation applications for domains for which intellectual property concerns (i.e., trade names) may arise. It is believed that the great majority of intellectual property concerns will be addressed by policy limitations on registrations; namely, (1) that registrations may only be for the legal name of an employer organization (the registrant – excluding punctuation and identifiers such as “the” or “inc”), a name or abbreviation under which the employer is commonly known or includes such a legal or commonly-known name or identifier; and (2) that certain generic terms, occupational identifiers, geographic terms, etc., as identified as Registry Operator reserved names, will not be available for registration, regardless of whether such domain is otherwise qualified under (1).

- As part of the verification process, a Registry Operator compliance officer will review each application (i.e., review is not an entirely automated process) to determine if the application is verifiable (e.g., evinces status as an Employer Organization, Qualified Applicant evinces status as a member of a PMA, etc.).

- As reservation applications are batch-processed, there will be no benefit to a “land rush,” i.e., it is not anticipated that there will be a rush to be the first to reserve a particular name. To the extent such a rush occurs, anyway, the reservation system will accept all reservation applications and each application will be processed in batch with all other reservation applications.

It is acknowledged that multiple potential registrants may apply for a single .jobs domain name.

- If, after Registry Operator’s verification process, more than one qualified potential registrant remains for a single domain, an attempt will be made to resolve the situation among the qualified parties. Best efforts will be used to resolve such situations during Phase 2.
- In the event any such situation is not resolved during the Phase 2, the domain at-issue will be set aside pending resolution between the parties.
- In resolving such situations, the parties will be encouraged to implement a mechanism which allows all users to accurately resolve to the employer of choice (e.g., a general redirection page) or to decide among themselves which entity will get the registration.
- In the event that a resolution can not be achieved, the reservation applications will be reviewed to determine if any resolution can be determined based upon established guidelines for registration. For example, it is anticipated that an application for an exact legal name would take priority over an applicant for a commonly-known name which is not a legal name.
- In the event no such resolution occurs, or if more than one applicant remains after such a screening, a priority among the applicants will be determined (e.g., randomly), and each applicant will be given an opportunity within a limited time frame to file one or more UDRP actions (as modified for .jobs) to determine rights to the domain.

At the conclusion of Phase 2, all applications which have been verified and are otherwise not involved in a dispute resolution will be placed in pending status.

### **PHASE 3: FAMILIARIZATION & CONSULTATION**

.jobs will enter a Familiarization and Consultation period where .jobs will be promoted to PMA membership. Reservation applications will be accepted from Qualified Applicants who are members of a PMA. Verified reservation applications will be placed in pending status (i.e., no batch processing of Phase 2).

- The Registry Operator will continue education, awareness and marketing activities towards PMA members.
- The goals of these activities will be to further awareness of the .jobs TLD, to educate PMA members as to the rules and policies governing registrations of .jobs

TLD's, to educate PMA members regarding when and how .jobs domain may be registered, and to promote registrations in the .jobs TLD (subject to policies and rules).

Application reservations will be accepted from those meeting eligibility requirements.

3.3 Eligible requests will be placed in pending status.

#### **PHASE 4: TESTING**

Registry Operator will conduct comprehensive testing of the registry system (including the billing system) and registration procedures (including interfaces with Registrars).

- Testing will confirm that all entities involved in the registration process are adequately prepared for the commencement of Phase 5 and that the process itself is robust.
- Before a Registrar is allowed to join the live Shared Registry System it must first pass Operational Test and Evaluation (OT&E) certification.
- The purpose of OT&E certification is to verify the correct operation of a Registrar's client system.

#### **PHASE 5: ATTRIBUTION OF NAMES**

After the registry system has been converted into production, a registry create command will be initiated in the registry system for (1) domain names reserved from registration, (2) pending domain names reserved during Phase 2, and (3) pending domain names reserved during Phase 3.

- Whois service and zone-file access will begin at the conclusion of Phase 5.
- Data escrow will begin no later than 90 days after conclusion of Phase 5.

#### **PHASE 6: PRE-LAUNCH**

The Pre-Launch Phase is intended as a concept phase of the .jobs pending/create functionality and is to include wide adoption of ICANN Accredited Registrars via the Shared Registry System (SRS) and eligible members of PMA's.

6.1 Applications will be accepted from Qualified Applicants who are members of a PMA. Applications will be placed directly into the Registry with Pending status.

6.2 The verification process, including verification partners, will be more widely and thoroughly tested than during previous phases of launch.

6.3 Upon verification of an application, the domain will be created in the Registry. A

domain in Pending status unable to be successfully verified will be deleted from the Registry.

The goal is to propagate the functionality of the .jobs name space in the best interests of the Community and in a manner to ensure security and stability prior to Phase 7, Normal Operations.

The duration of Phase 6 will be determined by a variety of factors, including (1) the level of compliance conformity during previous Phases; (2) the nature/length of any disputes left over from Phase 2; (3) the demand of previous Phases, particularly including early weeks/months of Phase 6; (4) the anticipated demand of Phase 7 – normal operations; (5) input of the Community; and (6) input from ICANN.

- It is anticipated that Phase 6 will last on the order of 6 months.
- In any event, Registry Operator will report to ICANN the results of compliance conformity and, based upon the factors listed above, will advance to Phase 7 with at least 30 days notice to ICANN.

## **PHASE 7: NORMAL OPERATIONS**

Upon achieving satisfactory results in Phase 6 as detailed above, .jobs will enter normal operations whereupon all members of the Community will be able to apply for a registration from a .jobs participating Registrar.

The Registry Operator may from time to time introduce new categories of domain registrations, consistent with the Charter and in compliance with the provisions of this Sponsored TLD Registry Agreement. Registry Operator reserves the right to introduce additional start-up plan(s) for any such introductions.

Of note, the Phases listed above may occur contemporaneously.

### **Part V. Selection of Registrars**

Registry Operator will select ICANN-accredited registrar(s) that wish to enter into an Authorizing Agreement to register .jobs domain names. As part of the selection process, Registry Operator will evaluate each registrar on a case-by-case basis, weighing the following characteristics:

- Thorough understanding of the principles and intentions underlying the .jobs registration policies.
- Dedicated willingness and ability to propagate and enforce these policies in an observant and diligent manner and in accordance with policies and procedures prescribed by the Registry Operator.
- Demonstrated willingness and ability to publicize and market the .jobs TLD, to follow all .jobs TLD marketing guidelines and to use .jobs TLD marketing materials

as appropriate.

- Established business relationships with substantial numbers (proportionate to the size of the registrar) of employers in the regions served by the registrar.
- Willingness and ability to post and refresh a minimum deposit against which fees will be drawn.
- Demonstrated familiarity with the language requirements of the region(s) served by the registrar.
- Demonstrated willingness and ability to reach out to lesser developed regions and provide access to .jobs registrations.
- Demonstrated willingness and ability to compliment and/or assist in Employ Media's outreach program(s) to lesser developed regions.
- Demonstration that sufficient staff resources are available and ability to interface with automated and manual elements of the .jobs TLD registry process.
- Demonstrated willingness to share with Employ Media contact information and marketing efforts aimed at all current registrants with whom the registrar has relationships who are eligible for registration.
- Demonstrated systems designed to avoid submission of unqualified applicants that will burden the .jobs TLD qualification system.
- Demonstrated systems designed to avoid any disputes regarding transfers among registrars.
- Recognition of the specific aspects of the HR community that will be supported by the .jobs TLD and a willingness to participate in it in that spirit.
- Familiarity with the needs of the HR community and established modes for reflecting these needs in registrar services and registration processes.
- Broad geographic distribution of registrar locations.
- Established collaborative contact with one or more associations representing the HR community in the language and geographical region or sector served by the registrar.
- Dedicated willingness and ability to act together with the HR community in the processing of registration requests.

Registry Operator will periodically review and, as appropriate, revise its selection of registrars.

#### **Part VI. Public Whois Specification**

The Registry Operator will provide Whois service on a thin model. This Attachment is

subject to change by agreement of the Registry Operator and ICANN during the design process as well as during the IETF standards process. However, the following provides the target architecture and initial functionality.

It is anticipated that the .jobs Whois will comply with IRIS (see RFC 3981) as soon as IRIS is implemented by .jobs' back-end provider (e.g., assuming Verisign is the .jobs back-end provider upon start-up, as soon as Verisign implements IRIS). Until IRIS is implemented, the .jobs Whois thin model will perform similarly to the thin registry for .com provided by Verisign.

Whois will be available via port 43 access and via links at a designated website (e.g., nic.jobs).

Domains, registrars and/or nameservers (either by name or address) would be able to be queried. Exemplary data sets and outputs are set forth below:

For all registered second-level domain names in .jobs, information as illustrated in the following example is displayed, where the entry parameter is the domain name:

Domain Name: employmedia.jobs  
Registrar: NETWORK SOLUTIONS, INC.  
Whois Server: whois.networksolutions.com  
Referral URL: www.networksolutions.com  
Name Server: NS1.CRSNIC.NET  
Name Server: NS2.NSIREGISTRY.NET  
Updated Date: 07-mar-2005

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT <<<

For all ICANN-accredited registrars who are authorized to register .jobs second-level domain names, information as illustrated in the following example is displayed, where the entry parameter is the full name of the registrar (including punctuation, "Inc.", etc.):

Registrar Name: Accredited Registrar  
Address: 222 Accredited Way, Dulles, VA 20166, US  
Phone Number: 999 999 9999  
Email: registrar-agent@accreditedregistrar.com  
Whois Server: whois.accreditedregistrar.com  
Referral URL: domain.accreditedregistrar.com  
Admin Contact: Jim Jones  
Phone Number: 999 999 9999  
Email: jj@accreditedregistrar.com  
Admin Contact: Julie Jones  
Phone Number: 999 999 9999  
Email: juj@accreditedregistrar.net  
Billing Contact: Joe Jones  
Phone Number: 999 999 9999  
Email: joj@accreditedregistrar.com  
Technical Contact: Jim Jones  
Phone Number: 999 999 9999

Email: jj@accreditedregistrar.com  
Technical Contact: Julie Jones  
Phone Number: 999 999 9999  
Email: juj@accreditedregistrar.net

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT <<<

For all hosts registered using second-level domain names in .jobs, information as illustrated in the following example is displayed, where the entry parameter is either the full host name or the IP address:

Server Name: NS1.CRSNIC.NET  
IP Address: 198.41.3.39  
Registrar: NETWORK SOLUTIONS, INC.  
Whois Server: whois.networksolutions.com  
Referral URL: www.networksolutions.com

>>> Last update of whois database: Friday, 11 March 2005 08:39:18 EDT

Registrars would be required to maintain RFC3912- and RFC3981-compliant Whois service including appropriate data elements and output fields. Furthermore, Registrars would be required to migrate to IRIS when the Registry Operator moves the .jobs Whois to the IRIS standard.

## Part VII. Additional Provisions

### 1. TLD Differentiation

ICANN and Registry Operator acknowledge that a criteria included in the application process in which the .jobs TLD was selected, and in the previous TLD application expansion round, was that a new TLD be “clearly differentiated from existing TLD’s.” ICANN, when undertaking to effect the delegation of new TLDs, shall take into consideration Internet community input received, including any objections interested third parties may have under policy considerations or applicable law or otherwise, regarding the creation of new TLD strings.

### 2. Community Value Criteria

Regarding the .jobs TLD, Registry Operator will fulfill the Community Value criteria as set forth during the application process, including “B. Protecting the rights of others” and “C. Assurance of charter-compliant registrations and avoidance of abusive registration practices.” (The “Community Value Criteria”.)

As set forth generally in Registry Operator’s response(s) to the RFP, Registry Operator will fulfill the Community Value Criteria as follows:

The .jobs sTLD has policies and practices which minimize abusive registration activities and other activities that affect the legal rights of others, and which further provide safeguards against unqualified registrations and ensure compliance with ICANN policies.

jobs "company name" domain registrations are limited to the legal name of an employer and/or a name or abbreviation by which the employer is commonly known. Domain registrations are permitted for other types of names (e.g., occupational and certain geographic identifiers) in addition to the "company name" designation. All prospective registrants must submit a Qualification Document (generally speaking, proof of status as an employer organization, such as, e.g., in the U.S., a Form 941) which will be reviewed by Employ Media for approval prior to allowing registration. This will significantly minimize fraudulent entities from obtaining a registration. This will also minimize registration of a name by an entity which does not have such a legal name or is not commonly known by such a name. This will minimize cybersquatters and/or domain prospectors. Furthermore, abusive "overreaching" applications (i.e., requesting domains which do not reflect the name of the entity (legal or commonly known)) will be rejected under this practice.

Unqualified registrations will be further minimized by the requirement of a Qualified Applicant to submit an application for registration. In the event an application is submitted without a Qualified Applicant, the application will be rejected. In the event an application is accepted with what turns out to be a fraudulent Qualified Applicant, the registration may be deleted.

All registrants are required to enter into a Registration Agreement. The Registration Agreement obligates the prospective registrant to support the SHRM Code (see, Appendix S, "TLD Charter"), to certify that a Qualified Applicant has submitted the application, that the any statements made during the registration process (and in the Registration Agreement) are complete and accurate, that (to the registrant's knowledge) the registration or intended use of the domain name will not infringe upon or otherwise violate the rights of any third party, that the registrant is not registering the domain name for any unlawful purpose, that the registrant will not knowingly use the domain name in violation of any applicable laws or regulations, and that the registration is subject to ICANN's UDRP (as modified for .jobs) and all applicable laws (such as anti-cybersquatting legislation).

Registry Operator's proactive screening processes may not catch 100% of all abusive and/or non-compliant registrations, and circumstances may change during a registration period, placing the registrant out of compliance with the Registration Agreement. In the event of such a later-determined abusive or fraudulent application, a complaint may be filed under the UDRP and the registrant will have to submit to UDRP arbitration. During this action, an independent arbitrator will determine whether the actions of the registrant have violated the Registration Agreement. If so, the registration is subject to cancellation. Alternatively, in the event of an abusive or fraudulent use of a domain, the registrant is similarly subject to the UDRP and the prospect of cancellation. Via UDRP and other enforcement (e.g., via litigation) of the Registration Agreement, abusive and/or unqualified registrations are significantly minimized. Furthermore, in the event of egregious fraudulent and/or abusive registration and/or use, Registry Operator reserves the right, in its sole discretion, to suspend and/or delete the offending domain.

There is an added risk of abusive and/or unqualified registrations during the start-up of the .jobs sTLD. Such a time is of particular significance in terms of the legal rights of others. In this light, Registry Operator will launch with multiple start-up periods as set forth in Appendix S, "Start-Up Plan." Each start-up period will have heightened requirement(s) (e.g., a requirement that the Qualified Applicant evince status as a



member of a PMA) in order to address such added risk.

Additionally, it is noted that a major concern of other TLD's, namely, trademark infringement, is of lesser concern as such relates to the .jobs TLD. As the Charter and the current policies prohibit all registrations which are not trade names or commonly-known names, few (if any) applications for trademark.jobs will get through Employ Media's screening process. This means that there will be little pressure on current trademark holders to believe that they have to defensively obtain all of their "trademarks.jobs". One event wherein a trademark right may be affected is the instance wherein an applicant has a trade name and/or a commonly known name which is identical or confusingly similar to a trademark. In this event a trademark holder is free to file a UDRP action (as modified for .jobs). Of note, however, is the effect on likelihood of confusion of the .jobs sTLD. Namely, due to restrictions set forth in this proposal, a registration in the .jobs sTLD will be associated with an employer, and more particularly the HR aspects of an employer (and still more likely job postings). Each such matter would likely be highly fact-specific, however, and is more adequately addressed in a UDRP action or litigation.

The .jobs sTLD will comply with all applicable trademark and anti-cybersquatting legislation. In the event of an inconsistency between such legislation and the procedures of Registry Operator, Registry Operator will revise its procedures to be in compliance therewith. In the event of such an inconsistency with the Charter or a policy delegate (currently, SHRM)-dictated policy, Registry Operator will sponsor a proposed amendment to the Charter and/or policy and work with SHRM to create and implement compliant policy.

Protection for famous names and trademarks will be provided during the screening process of the Qualification Document by Employ Media. To the extent that a famous name or trademark is applied for which does not match (in Employ Media's best judgment) the name of the applicant on the Qualification Document (including proof of a "commonly known name"), the application will either be rejected or the applicant will be notified of a requirement for additional Qualification Documents relating to the issue of the famous trademark or name. In the event Employ Media allows such a registration, the holder of the famous trademark or name may pursue a UDRP action (as modified for .jobs) against the registrant (or may pursue litigation).

Safeguards will also be taken to minimize abusive transfers. A .jobs registration may not be transferred between different registrants until the transferee has submitted an application by a Qualified Applicant, submitted a Qualification Document which has been approved by Registry Operator, and otherwise complied with the standard requirements for a qualified registrant. Such submission will not be required for a registrar change.

Of note, where it is indicated that a Registration Agreement will be entered into, or that a Qualification Document must be received, or that a registrant must agree to submit to the UDRP, it is understood that such actions will take place integrally with the registrars. For example, Registry Operator will require all registrars which accept .jobs sTLD registrations to require a registrant to agree to a Registration Agreement containing terms described herein. Registry Operator will be a named third party beneficiary with strict enforcement rights. Qualification Document(s) may be received by the registrar and then forwarded to Registry Operator for screening. All registrars which accept .jobs registrations will be required to adopt the ICANN UDRP.

### 3. Policy-Making and Differentiation

#### Policy-Making

Policy is created by SHRM and implemented and enforced by Registry Operator (here, Employ Media). Certain policies have already been created and are embodied in the Employ Media/policy delegate (here, SHRM) agreement. Additional policies and modifications to current policies will be created, reviewed and accepted/rejected as explained below.

In its creation and evaluation of any policy, SHRM is contractually obligated to act independently of Employ Media and Employ Media's desires. SHRM is contractually required to act in the interests of the Community.

Pursuant to the Charter, SHRM will create and oversee a Policy Development Council (the "Council"). At the beginning of each calendar year, the SHRM Executive Committee or its delegate will appoint to the Council for a one year term individuals representing the varied interests and perspectives (i.e., Constituencies) of the Community, including without limitation individuals representing the Constituencies of small employers, large employers, union employers, non-union employers, government employers, private employers, international employers, academic employers, service employers, manufacturing employers, high technology employers, and recruitment companies. SHRM will also select a Staff Manager to interface with the Council and perform Council-related activities.

The Council may consider new policies and/or any changes to current policies and/or the Charter (each, a "proposed amendment") if raised by either (1) Employ Media (the practices of which are discussed below), (2) the SHRM Executive Committee (which can act on its own volition in the best interests of the Community), or (3) the Community (which can input proposed policies/changes or request the same via any number of communication channels to SHRM and/or the Council, including on-line discussion boards, on-line forums, association meetings (formal and informal), a formal request (i.e., by email or mail to the Council), by member communication (if a SHRM member), etc.). The ability for any member of the Community to raise a policy or change will be clearly apparent via at minimum the SHRM website.

For each proposed amendment the Staff Manager will create a report (an "Issue Report") which, inter alia, details the proposed amendment and the policy(ies) affected by the amendment, the identity of the party submitting the proposed amendment and how that party is affected by the proposed amendment. The Issue Report will be created within 30 days of receipt of the proposed amendment. The Issue Report will be distributed to the Council for review.

Within 45 days of receipt of the Issue Report, the Council shall meet to vote whether to disregard the proposed amendment, approve it or appoint a task force for additional information. Approval requires majority approval vote. Upon approval the proposed amendment is forwarded to the SHRM Executive Committee and Employ Media for further processing. Upon a majority vote by the Council of disapproval, the proposed amendment is disregarded. The Staff Manager will report such to the amendment submitter, who may take no action or submit a revised proposed amendment. In any

event, the results of the vote will be posted to the Community consistently with the principles of transparency.

If requested by the Council, a task force may be appointed for gathering information. The task force will solicit and gather information regarding the positions of various parties or groups (including the Community) as comprehensively as possible. The task force may solicit opinions of outside advisors, experts and/or other members of the public. The task force will create a Task Force Report which details all received information/reports, states the majority vote position of the members of the task force, and, if a majority vote position has not been reached, explains the differing positions of the task force.

A public comment period will last for 15 calendar days after the Task Force Report is publicly posted (e.g., at SHRM's website). Any individual or organization may submit comments during this time. At the conclusion of the comment period, the Staff Manager will attach all relevant commentary to the Task Force Report to create a Final Task Force Report which is submitted to the Council for review.

The Council will review the Final Task Force Report, may solicit the advice of outside counsel in this review, and will vote on the proposed amendment based upon the Final Task Force Report (with the same results detailed above regarding approval or disapproval).

Council-approved proposed amendments will be reviewed by the SHRM Executive Committee and Employ Media. Approval of both the SHRM Executive Committee and Employ Media is required for implementation. In this regard a "balance of powers" is achieved: no policy or amendment is implemented if not in the interests of the Community (as determined by SHRM) or if detrimental to the management of the sTLD (as determined by Employ Media). In the event that either the SHRM Executive Committee or Employ Media do not approve the proposed amendment, the submitter of the proposed amendment may request reconsideration (in writing) by the disapproving entity. If reconsideration is denied, the submitter may always resubmit the proposal or a modified proposal.

SHRM and Employ Media have already agreed upon certain policies (available upon request in the Employ Media/SHRM agreement). The Charter is an example. In an additional example, .jobs "company name" registrations will only be allowed for domain names which (i) are for the legal name(s) under which a proposed registrant does business (e.g., a trade name such as ElduPontdeNemours.jobs), for a name under which the proposed registrant is commonly known (e.g., dupont.jobs) or which includes such a legal or commonly-known name (e.g., dupontcanada.jobs); (ii) are based upon an application for registration which is submitted by a Qualified Applicant; and (iii) names as the registrant of the domain name the entity which is identified by the trade name or commonly known name. Domain registrations are permitted for other types of names (e.g., occupational and certain geographic identifiers) in addition to the "company name" designation. These current policies are only revisable/amendable via the policy making process described herein.

Of further note, operation of the .jobs sTLD in the interest of the stakeholders of the Community (and policy making for same) is ensured by the relationship between Employ Media and SHRM. SHRM, as an entity separate and distinct from Employ Media, has as

its mission and goal the furtherance of the stakeholders of the Community. SHRM's participation as the policy delegate for the .jobs sTLD is just one more facet in SHRM's mission. As a proven representative of the interests of the Community, SHRM brings to the .jobs sTLD the same assurance of operation in the best interests of the Community that SHRM brings to all other of its activities in the best interests of the international HR community. Furthermore, the Employ Media/SHRM agreement contractually obligates SHRM to act independently from Employ Media and in the best interests of the Community in its role as policy delegate. This independence and separation from Employ Media ensures that operation of the .jobs sTLD, as manifested in the policy dictates of SHRM, are made in the best interests of the Community rather than in the best interests of the business of the .jobs sTLD (which is the job of Employ Media, separate and distinct from the job of SHRM). For example, one policy of the .jobs sTLD (as manifested in the SHRM/Employ Media agreement) is that only Qualified Applicants may apply for a registration. Employ Media ensures that this requirement will be enforced.

Furthermore, Employ Media is contractually obligated via the Employ Media/SHRM agreement to manage the .jobs sTLD in conformance with the policies set forth in the Agreement, the Charter and as provided by SHRM in its capacity as the policy delegate. SHRM has several enforcement rights in the event of a breach on the part of Employ Media, including up to obtaining injunctive relief to ensure Employ Media's compliance therewith. These obligations as placed upon Employ Media, and SHRM's ability to enforce same, further ensure operation in the interest of the stakeholders of the Community.

#### Differentiation

The string "jobs" is clearly differentiated from existing TLD's. On a character level, no other TLD is plural and no other gTLD begins with the letter "j". On a conceptual level, no current TLD serves the same purpose. Other TLD's connote general business, commercial enterprise, non-profit organizations, educational organizations, museum organizations, cooperatives, airline industry enterprises, general information and individual countries. None of these TLD's are aimed at the HR community, and none are employment-specific.

Furthermore, Community needs regarding marketing and other uses regarding "jobs" are not being met by current TLD's at the second level. Either multiple levels of domains are required (e.g., third- and fourth-levels) or extended URL's are necessary (domain.com/jobs; domain.biz/other/jobs; etc.). There is no consistency, which leads to inefficiencies both within the Community and through the Internet at large. Such inconsistency and convoluted nature of current URL fixes (e.g., domain.com/xxxxx/jobs, etc.) complicates the Community's task of marketing their product (jobs). Such inconsistency confuses the general Internet community and is inefficient (e.g., bandwidth waste as job seekers must go through several entry pages until the employment page is reached).

#### **4. .JOBS non-companyname Phased Allocation Program ("Phased Allocation Program)**

The domain names included within the scope, referred to by Employ Media in its Registry Services Evaluation Process (RSEP) as the Phased Allocation Program, shall be limited

to non-companyname .jobs domain names, not including all second-level country names set forth on the ISO-3166 list as referenced in Appendix 6 to this Agreement.

Pursuant to the Phased Allocation Program, Registry Operator may elect to allocate the domain names via the following processes: 1) Request for Proposals (RFP) to invite interested parties to propose specific plans for registration, use and promotion of domains that are not their company name; 2) By auction that offers domains not allocated through the RFP process; and 3) A first-come, first-served real-time release of any domains not registered through the RFP or auction processes. Registry Operator reserves the right to not allocate any of such names.

## **EXHIBIT H**

## MEMBERSHIP CATEGORIES

SHRM is an individual membership organization; it has no corporate or institutional memberships.

Please check one of the following three categories:

**PROFESSIONAL MEMBER**

Individuals engaged in human resource management with at least three years of experience at the exempt level; or any individual certified by the Human Resource Certification Institute; or any faculty member with three or more years experience holding at least assistant professorial rank in HR; or full-time consultants with at least three years experience as an HR practitioner; or full-time attorneys with at least three years experience in counseling and advising clients on matters relating to the HR profession. Professional Members have voting rights and may hold office in the Society.

**GENERAL MEMBER**

Individuals engaged in human resource management at the exempt level, but who do not meet the requirements for Professional Member. General Members have voting rights, but may not hold office in the Society.

**ASSOCIATE MEMBER**

Individuals in non-exempt human resource management positions as well as those who do not meet any of the foregoing categories, but have a bonafide interest in human resource management. Associate Members do not have voting rights and may not hold office in the Society.

## SHRM Focus Areas

SHRM now offers Focus Areas, providing all SHRM members with content and communities focusing on specific functions, industries or critical topics within human resource management.

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## MEMBERSHIP DUES

- Allow 4-6 weeks for application processing if mailed. Immediate membership available via Internet at [www.shrm.org/join](http://www.shrm.org/join) and use promotional code **0094**.
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*I hereby apply for membership in the Society for Human Resource Management and agree to pay the current applicable membership dues (of which \$55 is applied toward HR Magazine for U.S. residents). I will abide by the SHRM Code of Ethical and Professional Standards in Human Resource Management. (Members may review the Code at [www.shrm.org/ethics](http://www.shrm.org/ethics))*

Signature \_\_\_\_\_

Date \_\_\_\_\_

# MEMBERSHIP APPLICATION

## DEMOGRAPHIC INFORMATION

Please complete the following: (This information assists us in analyzing the demographics of our membership and helps us to design new programming and other initiatives)

Gender:

- F Female  
M Male

Birth Date:

\_\_\_\_/\_\_\_\_/\_\_\_\_

Month Day Year

Year Started in HR: \_\_\_\_\_  
(yyyy)

### Race/Ethnic Identification:

- 0 Multicultural  
1 American Indian/  
Alaskan Native  
2 Asian/Pacific Islander  
3 Black  
4 Hispanic  
5 White  
6 Other: \_\_\_\_\_

### Education:

- 1 High School  
2 Some College  
3 Bachelor's Degree  
4 Some College Beyond Bachelor's  
5 Master's Degree  
6 MBA  
7 Doctorate

### Company Size: (Required)

- 1 Fewer than 100  
2 100-499  
3 500-999  
4 1,000-2,499  
5 2,500-4,999  
6 5,000-9,999  
7 10,000-24,999  
8 25,000 and over

### Unit Level in Organization:

- 1 Plant  
2 Region  
3 Division  
4 Group  
5 Subsidiary  
6 Corporate  
7 Other: \_\_\_\_\_

### Department Size:

- 0 Fewer than 5  
1 5-9  
2 10-24  
3 25-49  
4 50-99  
5 100 and over

Title:   (Required)

(Mark the title that most closely describes your own)

- 13 President, CEO, Chairman, Partner, Principal  
15 Vice President, Human Resources, Personnel or other Vice Presidents  
17 Assistant /Associate Vice President, Human Resources, Personnel or other Assistant/Associate Vice Presidents  
20 Director, Human Resources, Personnel or other Directors  
25 Assistant/Associate Director, Human Resources, Personnel or other Assistant/Associate Directors  
30 Manager, Human Resources, Personnel, HR Generalist, or other Managers  
35 Supervisor  
40 Specialist  
45 Administrator  
47 Representative  
50 Legal Counsel  
55 Academician  
60 Librarian  
65 Consultant  
99 Other: \_\_\_\_\_

Function:   (Required)

- 50 HR Generalist  
51 Employment/Recruitment  
52 Benefits  
53 Compensation  
54 Labor/Industrial Relations  
55 Training/Development  
56 Organizational Development  
57 Legal  
58 Health/Safety/Security  
59 Employee Assistance Programs  
60 Employee Relations  
61 Communications  
62 EEO/Affirmative Action  
63 HRIS  
64 Research  
65 Consultant  
66 Administrative  
67 International HRM  
68 Diversity  
99 Other: \_\_\_\_\_

Business & Industry Code:

- 70 Agriculture, Forestry, Fishing  
71 Manufacturing (Nondurable Goods)  
72 Manufacturing (Durable Goods)  
73 Transportation  
74 Utilities  
75 Wholesale/Retail Trade  
76 Finance  
77 Insurance  
78 Services (Profit)  
79 Services (Nonprofit)  
80 Health  
84 Real Estate  
90 Educational Services  
91 Government  
92 Construction & Mining  
93 Oil & Gas  
95 Library-Corporate/Public/Academic  
96 Newspaper Publishing and Broadcasting  
97 Independent Consultant  
98 High-Tech  
99 Other: \_\_\_\_\_

If applicable, please indicate your SHRM chapter name/city and state OR number:

## MEMBER INFORMATION

New Membership

Membership Renewal

First Name Middle Initial Last Name

Nickname Member ID #, if renewal

Jr., Sr., Ph.D., etc. \_\_\_\_\_

Certifications:  PHR  SPHR  GPHR  Other \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

ZIP/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail Address \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

ZIP/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone # \_\_\_\_\_ Home Fax # \_\_\_\_\_

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