



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
						1	13
2. AMENDMENT MODIFICATION NO. 0002		3. EFFECTIVE DATE JUL 01, 2014		4. REQUISITION/PURCHASE REQ. NO. NT000000-14-03897		5. PROJECT NO. (if applicable)	
6. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640 ALICIA HENSON (202) 482-4079 ahenson@ntia.doc.gov				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) NEUSTAR, INC. 21575 RIDGETOP CIRCLE STERLING VA 201666505 202-533-2680 CODE 00007158				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. SB1335-14-CN-0016	
						10B. DATED (SEE ITEM 13) FEB 28, 2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Modification Amount: \$0.00 Modification Obligated Amount: \$0.00			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes--Fixed-Price						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this modification is to incorporate the following changes: 1. Modify the deliverable chart in Section 1.3.13.13, Table 1.3-9 (page 1.3-82) and the Policy Matrix in Section Neustar Policies, Specifications and Procedures for the usTLD (following page 180 of the contract) setting forth new deadlines. The ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Bradley Smith Controller				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALICIA HENSON (202) 482-4079 ahenson@ntia.doc.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
 (Signature of person authorized to sign)		Jul 1, 2014		 (Signature of Contracting Officer)		JUL 01, 2014	

Continuation Page

Continued from Block 14...

attached chart and matrix are hereby incorporated by reference.

2. Authorize Neustar to enter into the attached Transition Addendum with the usTLD registrars that request additional time to comply with the WHOIS Accuracy Program Specification. The attached Transition Addendum is incorporated by reference into Contract No. SB1335-13-CN-0016 as part of the usTLD Registrar Accreditation and Registry - Registrar Agreement set forth in the Neustar Technical Proposal, dated November 14, 2013.

This modification is at no cost to the Government. All other terms and conditions remain unchanged.

GENERAL AWARD INFORMATION

1. **Type of Order: This is a FIRM FIXED PRICE No-cost Contract Modification**

2. **Contractor's Point of Contact:**
Name: Terri Claffey
Phone Number: (202) 533-2915
Email: Terri.Claffey@neustar.biz

3. **NIST Contract Specialist/Purchasing Agent (CS/PA):**
Name: Alicia Henson
Phone Number: (202) 482-4079
Email: Alicia.Henson@nist.gov

4. **NIST Contracting Officer (CO):**
Name: Tiffany Johnson
Phone Number: (202) 482-7831
Email: Tiffany.Johnson@nist.gov

5. **NIST Technical Point of Contact if Applicable:**
Name: N/A
Phone Number:
Email:

6. **NIST Contracting Officer's Representative (COR) if Applicable:**
Name: Elizabeth Bacon
Phone Number: (202) 482-2097
Email: EBacon@ntia.doc.gov

7. **NIST Alternative Contracting Officer's Representative (ACOR) if Applicable:**
Name: N/A
Phone Number:
Email:

8. **Invoices Require CO Approval: No.**
There will be no invoices submitted as this is a no-cost contract.

9. **Extended Test/Acceptance Period: N/A**
Test/Acceptance Period Ends: _____ *(include only if answer is "Yes" above)*

10. **Additional Information: None.**

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Contracting Officer: ALICIA HENSON, (202) 482-4079, ahenson@ntia.doc.gov</p> <p>Primary Contracting Officer Representative: ELIZABETH BACON, 202-482-2097, EBACON@NTIA.DOC.GOV</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: None</p> <p>Alternate Technical Point of Contact(s): None</p> <p>(Changed Line Item)</p> <p>Neustar's final proposal submitted on 2/20/14 with the amendment submitted on 2/21/14 is attached and incorporated into this contract by reference. Within 90 days of award, Neustar, Inc. will enter into agreement with the Department to carry out and operate the kids.us domain in accordance with Dot Kids Act.</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW).Period of Performance: Base 3 year period plus two (2) one (1) year option periods (5 years).</p> <p>Accounting and Appropriation Data: 61.13.0011.010102000.1200011.100. 0400000000000000.25990000.000000 \$0.00 PR NUMBER: NT000000-13-03227 DELIVERY DATE: 03/01/2014 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING WASHINGTON DC 20230 FOB : Destination Period of Performance: 03/01/2014 to 02/28/2017 Pricing Option: Firm-Fixed-Price</p>	NTE 1.00	EA	0.00	0.00
0002	<p>(Changed Line Item)</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW).</p> <p>Accounting and Appropriation Data: 61.13.0011.010102000.1200011.100. 0400000000000000.25990000.000000 \$0.00 PR NUMBER: NT000000-13-03227 DELIVERY DATE: 03/01/2017 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING</p>	NTE 1.00	EA	0.00	OPT 0.00

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0003	<p>WASHINGTON DC 20230 FOB : Destination Period of Performance: 03/01/2017 to 02/28/2018 Pricing Option: Firm-Fixed-Price (Changed Line Item)</p> <p>The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD in accordance with the Statement of Work (SOW).</p> <p>Accounting and Appropriation Data: 61.13.0011.010102000.1200011.100. 0400000000000000.25990000.000000 \$0.00 PR NUMBER: NT000000-13-03227 DELIVERY DATE: 03/01/2018 SHIP TO: US DEPARTMENT OF COMMERCE NATIONAL TELECOMMUNICATIONS & INFO ADMIN 1401 CONSTITUTION AVENUE NW HCH BUILDING WASHINGTON DC 20230 FOB : Destination Period of Performance: 03/01/2018 to 02/28/2019 Pricing Option: Firm-Fixed-Price</p>	NTE 1.00	EA	0.00	OPT 0.00

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SECTION

. 1 Start Up Plan Milestones and Deliverables Chart

1.3.15.13 Start Up Plan Milestones and Deliverables

The following table provides the usTLD Stakeholder Program Start-up Plan with milestones and deliverables.

Date	Event
Completed	1. Appointment of usTLD Manager of Public Participation and Secretariat
Agreed /Approved Text +7	2. usTLD Stakeholder Resource Page on registry website, including: <ul style="list-style-type: none"> ▪ Charter ▪ Notional stakeholder group listing ▪ usTLD Structure and History resources ▪ Notice of Inquiry (NOI) on Stakeholder Program ▪ Council Expression of Interest Materials
Final DOC Approval of Agreed NOI + 37	3. Close of NOI Response Period 4. Close of Expression of Interest Response Period
Completed	5. Appointment of Experts to kids.us Education Committee
Close of NOI +14	6. Publication of Summary of NOI Responses
Close of NOI +21	7. Neustar submits Further Notice of Inquiry (FNOI) to DOC (if needed)
Final DOC Approval of Agreed FNOI +7 [Conditional upon need for FNOI]	8. Publication of FNOI
Final DOC Approval of Agreed FNOI +37 [Conditional upon need for FNOI]	9. Close of FNOI Response Period
Close of FNOI +14 [Conditional upon need for FNOI]	10. Publication of Summary of FNOI Responses
Close of NOI (or FNOI, if it takes place) +21	11. Announcement of Initial Stakeholder Council Members
Announcement +60	12. Organizational meeting of Stakeholder Council; election of officers
Organizational	13. Neustar submits the Draft Council Work Plan (14 month plan) to

Date	Event
meeting +28	DOC for information, including schedule for public consultation and Deliverables/Milestone Schedule for Implementation Progress Evaluation 14. Neustar submits the draft Council Operating Procedures to DOC for information, including policies and procedures for public consultation, meetings policy, transcripts and recordings publication policy
DOC Receipt of Agreed Draft Work Plan +7	15. Publication of Draft Council Work Plan for Public Comment 16. Publication of Member Interest Statements and draft Council Operating Procedures, etc.
Publication of Draft Council Work Plan +30	17. Close of Council Work Plan comment period
Close of Council Work Plan comment period +21	18. Neustar submits the Final Council Work Plan to DOC for review
DOC Receipt of Final Agreed Work Plan +7	19. Council adopts and publishes the Final Council Work Plan (14 month plan), including schedule for public consultation and Deliverables/Milestone Schedule for Implementation Progress Evaluation 20. Council adopts and publishes the revised Council Operating Procedures, including policies and procedures for public consultation, meetings policy, transcripts and recordings publication policy
Approved Work Plan +60	21. usTLD Public Stakeholder Town Hall (virtual)
Virtual Town Hall +45	22. usTLD Stakeholder Council 1st Annual Report

Table 1.3-9: usTLD Stakeholder Program Start-up Plan Milestones and Deliverables

usTLD Policy Matrix

Policy or Specification Name	New	Existing	Revised	Comments	Effective		
					In Effect	Contract + 60/90	Contract + 60/July 1, 2014
Registrar Information Specification	X			Added to conform to ICANN 2013 RAA			X
Additional Technical Specifications Schedule		X			X		
Fee Schedule			X	Revised to reflect increase in wholesale price to cover stakeholder process			X
Lego License Specification		X			X		
Nexus Requirements Policy		X			X		
Rules For Nexus Dispute Policy			X	As stated in Section 1.4.1, Neustar proposes to modify the Nexus Dispute Resolution Policy to permit transfer of a usTLD to a prevailing complainant (providing the complainant meets the Nexus criteria) and allow electronic submission of usDRP-required documents. This would bring the NDP Rules in line with more modern electronic communication practices. The respondent in any dispute will still receive email, mail, and fax notification, but instead of sending a paper file, the respondent will be sent instructions and a re-sendable hyperlink to a user portal containing relevant documentation. Neustar is proposing to modify the usDRP Dispute Resolution Rules in the same manner, and has worked with the National Arbitration Forum to adopt the changes set out in Table 1.4-1, which can be found in the NDP Rules. We believe the stakeholder community supports closing this loophole.			X
Transfer Policy		X			X		
Domain Name Transfer Policy		X			X		
Privacy Policy		X			X		
AGP (Add Grace Period) Limits Policy		X			X		
Administrator Reservation of Rights Policy		X			X		
Acceptable Use Policy	X			The usTLD has had a variety of policies on appropriate usage of usTLD registrations, but the Acceptable Use Policy brings these disparate statements together into a single document consistent with best practices.			X
Administrative Policy Statement		X			X		

usTLD Policy Matrix

Policy or Specification Name	New	Existing	Revised	Comments	Effective		Contract + 60/July 1, 2014
					In Effect	Contract + 60/90	
Dispute Resolution Policy (usDRP)		X			X		
Rules for the usTLD Dispute Resolution Policy			X	As stated in Section 1.4.3.1 Neustar has proposed modest changes to the usDRP Policy and Rules to achieve the following: (i) bring them in line with current electronic communication practices, (ii) place an affirmative duty on the Registrar to lock the domain name in dispute and provide the needed contact information to the dispute resolution provider, and (iii) ensure that a prevailing usDRP complainant is only entitled to a transfer of the .us domain name, if and only if, that complainant can provide demonstrable evidence to the dispute resolution provider that it possesses both legitimate rights to the domain name, and that it meets the U.S. Nexus Requirements. See Table 1.4-2			X
USDRP Approval Process		X			X		
Amended USDRP Provider Agreement		X			X		
Rapid Suspension Dispute Policy (usRS)	X			Reflects inclusion of rapid suspension dispute process.			X
usRS Rules	X			Reflects inclusion of rapid suspension dispute process.			X
Nexus Dispute Policy		X			X		
Whois Accuracy Program Specification			X	On pages 106-111 of the Neustar Policies and Specifications for the usTLD slip-sheet attached to the RFP Response ("Policies and Specifications"), Neustar sets forth a number of elements that combined constitute Neustar's Whois Accuracy Program for the usTLD. Although a number of elements of this Program have been in place for some time, this is the first time that the policies have been combined in one document. Therefore, a redline of the changes cannot be produced. We note that these changes mirror the requirements of the new gTLD agreements, including some that were requested by law enforcement and others that we understand were proposed by the U.S. GAC representative. While these changes could be deferred pending Stakeholder Council action, we are unsure whose interests would be served by further delay. And, of course, adoption of these changes now would not preclude Council action in the future. Section 1.4.6.7 of the RFP Response describes these changes in detail.		X	

usTLD Policy Matrix

Policy or Specification Name	New	Existing	Revised	Comments	Effective		
					In Effect	Contract + 60/90	Contract + 60/July 1, 2014
Data Directory Service (Whois) Specification			X	Revised to reflect updated ICANN specification and services levels with respect to WHOIS.			X
Policy on Registrar Use of Resellers			X	Mirrors changes in ICANN 2013 RAA			X
Data Retention Specification	X			Mirrors changes in ICANN 2013 RAA			X
Sunrise Policy			X	Revised to propose using the Trademark Clearinghouse in the event a Sunrise is held.		In the event that Neustar elects to launch a second or third-level expanded space in the usTLD, it will be important to protect U.S. Patent and Trademark holders. Should the Department of Commerce believe that a Sunrise Period is warranted, Neustar will utilize the Sunrise Policy.	
Registrar-Registrant Agreement Specification			X	This document was revised to (i) give effect to changes adopted in the 2013 Registrar Accreditation Agreement and the New gTLD Registry Agreement (including the GAC Advice); (ii) incorporate the Acceptable Use Policy described above; and (iii) to be in a position to implement changes that may result from Stakeholder Council policy recommendations.			X

usTLD Policy Matrix

Policy or Specification Name	New	Existing	Revised	Comments	Effective		
					In Effect	Contract + 60/90	Contract + 60/July 1, 2014
Registry Operator Code of Conduct			X	Neustar has operated under a Code of Conduct with respect to the usTLD since taking over the administration of the usTLD in 2001. Although the new proposed Code of Conduct retains some of the elements of the existing Code of Conduct, including neutrality and confidentiality obligations, it incorporates conduct standards with respect to dealing with the usTLD Stakeholder Council as well as an affirmation to operate the usTLD in the public interest. A redline of the proposed Code of Conduct and the existing Code of Conduct is attached hereto.			X
Redemption Grace Period Specification		X			X		
Proxy/Privacy Registration Policy		X			X		
Manager Delegation Take-Back Policy		X			X		
Delegated Manager Tool		X			X		
Policy on Delegated Manager DNS Inspection		X			X		
RSS Feeds for Delegated Managers		X			X		
Bulk Transfer After Partial Portfolio Acquisition Policy		X			X		
Policy on Prevention of Phishing, Malware, Bot-nets, etc.			X	Updated to reflect enhancement of malicious monitoring services			X
Terms and Conditions for Registrar Use of usTLD Registry System	X			This is a compilation of existing provisions of the usTLD Administrator Registrar Agreement pulled into one policy			X
Specification on Registrant's Benefits and Responsibilities	X			Adopted to reflect changes in ICANN 2013 RAA			X

**TRANSITION ADDENDUM
usTLD REGISTRAR ACCREDITATION and REGISTRY-REGISTRAR AGREEMENT**

This Transition Addendum (this "Addendum") to the Registrar Accreditation and Registry-Registrar Agreement (the "Agreement") by and between Neustar, Inc., a Delaware corporation (Neustar), and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), is dated as of _____, 2014.

WHEREAS, Neustar and Registrar entered into the Agreement as of the date hereof;

WHEREAS, Neustar acknowledges that implementation by Registrar of certain operational provisions of the Agreement is not possible on the date hereof and will require a reasonable grace period and/or the development of agreed-upon tools and resources;

NOW THEREFORE, the parties agree as follows:

1. Neustar will not enforce the following provisions and specifications of the Agreement until January 1, 2015: the first sentence of Section 3.6.15 of the Agreement and sections 3, 4, 5, 6, and 9 of the WHOIS Accuracy Program Specification found in Exhibit 1.4.2.10 (collectively, the "Transition Provisions").
2. Effective on January 1, 2015, Registrar shall comply with all obligations specified in the Whois Accuracy Program Specification. Until such time, Neustar will not enforce compliance with Sections 3, 4, 5, 6, and 9 of the Whois Accuracy Program Specification.
3. Notwithstanding the foregoing, Registrar agrees to use commercially reasonable efforts to comply with the obligations set forth in the Transition Provisions prior to January 1, 2015.
4. Subject to the provisions above, Registrar must be fully compliant with the Transition Provisions of the Agreement as of January 1, 2015, at which date this Addendum shall automatically terminate without action by any party.
5. Except as set forth in this Addendum, the Agreement shall be in full force and effect, enforceable by the parties in accordance with its terms as of July 1, 2014..

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

Neustar, Inc.

[Registrar]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____